



# PUBLIC COMMENT SESSION SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

Thursday, May 18, 2010

6:00 PM

Oconee County Administrative Offices  
415 South Pine Street, Walhalla, SC

*Limited to forty (40) minutes, four (4) minutes per person.*

Comments MUST be related to a specific agenda item  
slated for action at the meeting.

*If time permits the Chairman may allow citizens who have not signed up to speak to address non agenda items.*

PLEASE PRINT

	FULL NAME	AGENDA ITEM FOR DISCUSSION
1	X Andy Keller	going around
2	X <sup>John Little</sup> Terry Little	
3	X Gregg Richards	Business Plan
4		
5		
6		
7		
8		
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12		
13		
14		
15	X B. O. O.	



OCONEE COUNTY COUNCIL  
ABSTENTION FORM

Council Member Name: REG Dexter  
(Please Print)

Council Member Signature: Reginald T. Dexter

Meeting Date: 07/18/10

Item for Discussion/Vote: Agenda #12-#3

Reason for Absention:  I was not present for original meeting/discussion.

I have a personal/familial interest in the issue.

Other part of committee  
to make decision -  
not vote on own action

Elizabeth G. Hulse  
Elizabeth G. Hulse  
Clerk to Council

*[This form to be filed as part of the permanent record of the meeting.]*



**NOTES**  
**BUDGET, FINANCE & ADMINISTRATION**  
**COMMITTEE MEETING**  
**May 5, 2010**

Prior to review of Departmental Budgets Mr. Klugh and Ms. Brown reviewed with Council a worksheet [filed with these minutes] outlining proposed changes and corrections for the FY 2010-2011 Oconee County budget to date as recorded from previous Committee meetings.

Mr. Klugh also addressed the Committee regarding a meeting held with the Sheriff and Solicitor regarding one attorney and one paralegal position requested to assist with Magistrate Court cases.

Mr. Klugh lastly discussed briefly a meeting held with the City Administrator for the City of Seneca regarding negotiations for a one-year fire contract. He noted that the City may agree to a one year contract but will likely have conditions. He stated he would report back at either the next Council meeting or Committee meeting once a decision is reached.

**Oconee County Department Budget Discussion:**

Mr. Klugh & Ms. Brown discussed with Council the following departments:

- 711 - IT
- 712 - Planning
- 713 - Procurement
- 714 - Facilities Maintenance
- 715 - Registration & Elections
- 716 - Soil & Water
- 717 - Administration
- 718 - Solid Waste
- 719 - Rock Quarry
- 720 - Airport
- 721 - Vehicle Maintenance
- 727 - Zoning
- 735 - Register of Deeds
- 743 - Engineering Services
- New Positions
- Additional Request to Council from Treasurer re: Reclassification



**NOTES**  
**PLANNING & ECONOMIC DEVELOPMENT**  
**COMMITTEE MEETING**  
May 11, 2010

**Department Reports / Updates:**

**Planning Department:**

Mr. Art Holbrooks, Planning Director, addressed the committee utilizing a PowerPoint presentation [filed with these minutes] and discussed the following topics:

- FEMA Issues
- Review of Adopted Regulations
- Review of the Code of Ordinances
- Zoning
- Keowee River Development
- Proposed Capital Projects Program
- Comprehensive Plan Update

**Economic Development:**

Mr. Jim Alexander, Economic Development Director, addressed the Committee utilizing a PowerPoint presentation [filed with these minutes] highlighting the following items:

- Project Updates
- Strategic Plan Review
- Ten at the Top
- Budget Concerns
- Golden Corner Commerce Park (GCCP) Entrances
- GCCP Waste Water Treatment Facility
- EDC Annual Report
- Upstate Alliance
- Local Business Recognition
- Conference & Meeting Updates
- QuickJobs Training Center
- Small Business Roundtables
- State of Oconee 2010
- Oconee County Industrial Group
- Education Foundation of Oconee County
- Oconee Heritage Fair
- Lake Hartwell Marketing Association

**New Business:**

**Comprehensive Plan Update Review/Discussion**

Mr. Holbrooks addressed the Committee seeking guidance regarding the process to finalize the adoption of the updated Comprehensive Plan. Discussion followed.

Mr. Corbell asked Mr. Holbrooks to meet with the new administrator and to bring him up to speed and report back at the next scheduled meeting, July 15, 2010 with a recommendation.



## County Council Presentation

Economic Development Commission  
May 18, 2010



### EDC Mission Statement



The Economic Development Commission  
will improve the Quality of Life  
for the citizens of Oconee County  
by encouraging a Diversified Economy  
that attracts Industrial and Commercial  
investment and fosters retention  
of Existing Business and Industry

## Project Updates

- Project Apartment\*
- The Carolinas Project\*
- Project Dinosaur\*
- Project Gold Dust\*
- Project Got-Em\*
- Project Keystone
- Project LSSSD\*
- Project Precision\*
- Project Shoe
- Project Swan\*
- Project Top Fuel
- Project XXL

\*Indicates Visit with Prospect

## Strategic Plan Review

- Review Yielded 3 Short-term Priorities:
  - Strategy 1, Task 4
    - Develop Economic Model
  - Strategy 1, Task 7
    - PIO/PR Person
  - Strategy 2, Task 3, Sub-Task 4
    - Virtual Spec Building
- Drafting Revised Plan

## Ten at the Top

Dean Hybl  
Executive Director

•Met April 12, 2010

•On Vision & Values Committee:

- Paul Corbett
- Jim Gadd
- Jim Alexander

•Regional Vision Survey

- "What Matters Most"  
May 10<sup>th</sup> - 31<sup>st</sup>

•Jeanne Ward & Neal Workman serve on TATT Board

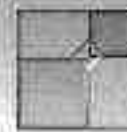


## GCCP Entrances

- Construct South Road (250')
- Construct North Road (250')\*
- Deceleration Lane to Connect Both Entrances\*
- \* May be delayed due to lack of funding



## GCCP Waste Water Treatment Facility



- DHEC Land Application Permit Approved
  - May 3, 2010
- Next Steps



## EDC Annual Report



- Published Q1 2010
- Review of 2009
  - New Mission Statement
  - Director Recognized by Department of Commerce
  - Oconee County Regional Airport Expansion
  - Silver Crescent Foundation Salute to Manufacturing
    - Sandvik, Medium Manufacturer of the Year
  - Pathfinders Study



## Upstate Alliance

- Prospect Activity Year-To-Date
  - 17 Presentations; 8 Formal RFP's; 13 Company Visits
  - RFP's Sent by Oconee County – 5 RFP's, 1 Visit
- Recent Marketing Initiative
  - Atlanta Mission – Atlanta, GA
- Upcoming Marketing Initiatives
  - SAE 2010 World Congress – Detroit, MI
  - IAMC Spring – Colorado Springs, CO
  - Food For Thought – Upstate, SC
  - 2010 B-D International Convention – Chicago, IL
  - RVW Charity Pro-Am 2010 – Upstate, SC
  - Windpower 2010 – Dallas, TX
  - MID&M East Tradeshow – NY, NJ, & PA  
& Northeast 4<sup>th</sup> Quarter Mission

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## Silver Crescent Awards

The Silver Crescent Foundation and South Carolina Chamber of Commerce are pleased to announce the nominations process for the Silver Crescent Manufacturer of the Year award is now open.

- State's Top Small, Medium and Large Manufacturer
  - Sandvik (Medium Manufacturer of the Year 09)
  - BorgWarner Past Winner
- Deadline for Entries
  - June 11, 2010 @ 5:00pm
- Salute to Manufacturing Awards Luncheon
  - September 22, 2010



## SCEDA May 5-7



- South Carolina Economic Developers Association Annual Conference
  - Myrtle Beach
    - Boeing Start-up
    - Break-out sessions
      - Financing Today
      - New Tools for Economic development
      - How to Communicate SC's Competitive Edge



## "New Oconee Growth"



- New Initiative
- Attract More Business's to the Area
- Spirit of Cooperation
- Spearheaded by the Oconee Alliance



## QuickJobs Training Center



- Dedication Ceremony May 7, 2010
- Hamilton Career Center Campus
- Grant for \$986,364
- New 4500sf facility
- Train citizens to compete for new or higher paying jobs
- Grant for \$100,000 from AdvanceSC to purchase equipment (Duke Energy)
- TTI (in Anderson) donated equipment

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## QuickJobs Training Center



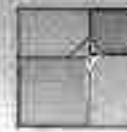
- Partnership
  - SC Department of Commerce
  - Oconee County Council
  - School District of Oconee County
  - Tri-County Technical College
  - Oconee County Economic Development Commission

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## QuickJobs Training Center



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## Small Business Roundtables



- A partnership between Tri-County Technical College and the Anderson, Pickens and Oconee Economic Development agencies
- May 18<sup>th</sup> at Gignilliat Center in Seneca
  - Growing Your Business
  - Marketing Your Business
  - Turning Customer Service into Cash
    - 11 folks enrolled, can accept another 25
    - Easley has a session on May 13<sup>th</sup>

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## WorkLink Job Fair



- WorkLink sponsored Job Fair
- April 20<sup>th</sup> – Shaver Center, Seneca
- 45 Businesses exhibited
- 575 Job Seekers attended
  - 450 resumes accepted
  - 158 interviews conducted



## State of Oconee 2010



- Held March 31, 2010  
Gignilliat Community  
Center
- Key points from Dr. Becker
  - Land Use Plan
  - Infrastructure
  - Vision Larger than County
  - Fill Empty Store Fronts
  - Team Effort
  - Clemson Connection
  - Char-lanta
  - Broad Band
  - Being Prepared

## Oconee County Industrial Group (OCIG)

- Preparing for Showcase – September 2010
- Hosted Business After-Hours
- Building Partnership  
Industry & Chambers of Commerce

## OCIG Chamber After Hours April 29, 2010




## Summary


- We are busy and appear to have a number of opportunities
- The EDC thanks you for your support
- Comments or questions?

## EDC







## Lake Hartwell Marketing Association



- Many meetings discussing marketing the region
- Powered Water Craft event this fall
- Lake Hartwell Golf trail
- Website being developed
- Board formed
  - Glenn Buddin is Oconee County rep



## SC Power Team March 24-26



- Economic Development Review 2010
  - Dr. Don Shunk, Coastal Carolina

### The Goals of Economic Development

- More Jobs?
- Better Jobs?
- Raise Per Capita Income?
- Boost Tax Base?
  
- Improve Living Standards.  
Strategy must depend on the starting point:  
are we at full employment?

### Succeeding in the Future

- Education & Labor Skills
- Business and Competitive Tax Environment
  
- What would you recommend to a region  
wanting to last?
  - state education funding
  - shift the tax burden to businesses.





## SC Power Team March 24-26



- James Markey – TBC (Tire Kingdom)
  - Workforce
  - Cooperation of Governments – All Levels
- Site Consultants
  - Certified Sites
  - Plan For Future – Pull Trigger
  - Less Jobs – More Production
  - Wants vs. Needs
  - Cash is King!
  - Reasons To Eliminate
  - Opportunity/Creativity
  - Streamline Your Process (Permitting)



## Education Foundation of Oconee County



- BBQ Cook-off  
Senecafest  
May 28<sup>th</sup>-29<sup>th</sup>
- What is EFOC ?
  - Funds Mini-Grants
  - Grant Areas STEAMS
    - Science, Technology, Engineering, Arts, Mathematics, and Service
  - Awarded \$126,000 over 3 years



## Oconee Heritage Fair



- Discussing Possible Locations and the use of Golden Corner Commerce Park in 2010

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**RESOLUTION R2010-04**

**A RESOLUTION HONORING JOHNSON CONTROLS, INC.  
ON THEIR TWENTY FIFTH ANNIVERSARY**

**WHEREAS**, Johnson Controls, Inc., the world's largest supplier of lead acid automotive batteries and a leading supplier of hybrid and electric batteries, is celebrating the 25<sup>th</sup> anniversary of its presence in Oconee County; and,

**WHEREAS**, Johnson Controls, Inc., was founded in 1885 in Milwaukee, Wisconsin, and has more than 130,000 employees globally and annual sales of \$28.5 billion in 2009; and,

**WHEREAS**, Johnson Controls, Inc., employs approximately 250 employees at the facility in Oconee County, which manufactures automotive battery components such as polypropylene containers, covers, vents, handles, and the company's patented PowerFrame® grids; and,

**WHEREAS**, Johnson Controls, Inc., is a company that drives environmental excellence through global lead recycling efforts, as well as energy efficiency improvements in manufacturing worldwide and is a leading supplier of hybrid and electric battery systems that make vehicles more energy efficient. The and

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by Oconee County Council in meeting duly assembled, that Oconee County Council hereby recognizes and honors Johnson Controls, Inc. on their twenty fifth anniversary as a valued member of the community.

**THIS RESOLUTION WILL TAKE EFFECT** and be in force immediately upon enactment.

**APPROVED AND ADOPTED** this 18<sup>th</sup> day of May, 2010.

OCONEE COUNTY, SOUTH CAROLINA

By:

Reginald T. Dexter, Chairman of County Council  
Oconee County, South Carolina

**ATTEST:**

By:

Elizabeth G. Hulse,  
Clerk to County Council

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 18, 2010  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Inducement Agreement and Resolution 2010-06 requesting a Fee-in-lieu of Tax (FILOT) for Project Gold Dust.

**BACKGROUND OR HISTORY:**

Project Gold Dust is proposing investing \$18.7M and creating 11 new jobs. An additional investment may be increased to \$23.0M and 32 jobs created if economic conditions justify this additional investment.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

A favorable response to this request will assist in the growth and development of the Oconee County industrial base and provide much needed jobs to citizens of Oconee County.

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]  
If no, explain briefly:

**STAFF RECOMMENDATION:**

Recommend approval of the Inducement Agreement and Resolution 2010-06.

**FINANCIAL IMPACT:**

This new investment is estimating \$1,361,111 in taxes will be collected by Oconee County over the next 21 years.

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No  
If yes, who is matching and how much:

**ATTACHMENTS**

- Cost Benefit Analyses (Will be provided for the second reading)
1. Showing \$18.7M investment and the creation of 11 jobs.
  2. Showing \$23.0M investment and the creation of 32 jobs.

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance

\_\_\_\_\_ Grants


\_\_\_\_\_ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Jimi Alexander

Department Head/Elected Official

  
County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
RESOLUTION R2010-06**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT GOLD DUST, WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN EIGHTEEN MILLION DOLLARS (\$18,000,000) INVESTMENT

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, properties and to enter into agreements with any industry to construct, operate, maintain and improve such property and to enter into or allow financing agreements with respect to such properties through which powers the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Project Gold Dust, a general partnership duly organized under the laws of the State of Delaware (the "Company"), has requested the County to participate in executing an Inducement and Millage Rate Agreement and a Fee in Lieu of Tax Agreement (the "Fee Agreement") with the Company pursuant to the Act for the purpose of authorizing and/or acquiring by purchase, lease or construction certain land, building(s), machinery, apparatus, and equipment, for the purpose of certain lawful production and manufacturing (the "Project"), all as more fully set forth in the Inducement and Millage Rate Agreement (the "Inducement Agreement") attached hereto; and

WHEREAS, the County and Williamsburg County, South Carolina ("Williamsburg County") have previously entered into a Joint County Industrial and Business Park Agreement, as amended from time to time (the "Park Agreement"), which currently includes Company property and improvements, including the property where the Project will be located; and

WHEREAS, the Park Agreement is set to expire on July 25, 2014 and, while lawful when first executed, can not be extended as the Act now requires the counties to be contiguous; and

WHEREAS, the Company has therefore requested the County to extend the term of the existing multi-county industrial park with Pickens County, South Carolina (the "Park"), effective upon the expiration of the existing Park Agreement, and to include Company property and improvements in the Park, including the property where the Project will be located, all as further required herein, and in the Inducement Agreement; and

WHEREAS, the County is authorized by the Act and Title 4, Section 170 *et seq.*, Code of Laws of South Carolina, 1976, as amended (the "MCIP Act") to execute such agreements, as defined in the Act and the MCIP Act, with respect to such Project and Park, respectively; and

WHEREAS, the Company has requested the County that under certain conditions the County provide an infrastructure tax credit (hereinafter referred to as the "Infrastructure Credit") pursuant to Section 4-1-175 and Section 12-44-70 of the Act for the purpose of enhancing the infrastructure for the Project all as more fully set forth in the Inducement Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act.

NOW, THEREFORE, BE IT RESOLVED, by the County Council as follows:

Section 1. Pursuant to the authority of the Act and for the purpose of authorizing the Fee Agreement (as described in the Act) for the Project, there is hereby authorized to be executed an Inducement and Millage Rate Agreement between the County and the Company pertaining to the Project involving investment in the County of not less than Eighteen Million Dollars (\$18,000,000) in new, qualifying, taxable investment by the end of the fifth (5<sup>th</sup>) year after the year of execution of the Fee Agreement, which investment will be maintained for not less than ten (10) years with an investment not less than Thirteen Million Dollars (\$13,000,000) being maintained for the remaining term of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement by and between the County and the Company shall be prescribed by subsequent ordinance of the County Council.

Section 3. The Chairman of County Council is hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, in substantially the form attached, or with such changes or additions as shall not materially prejudice the County, upon the advice of the county attorney, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the Chairman of County Council is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company.

Section 4. Prior to the execution of the Fee Agreement, the County Council will comply with the provisions of the Home Rule Act regarding the procedural requirements for adopting

ordinances and resolutions.

Section 5. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

Section 6. It is the intention of the County Council that this Resolution shall constitute an official action on the part of the County relating to the inducement of the Project.

Done in meeting duly assembled this 18th day of May 2010.

OCCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Reginald T. Dexter, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

**INDUCEMENT AGREEMENT  
AND MILLAGE RATE AGREEMENT**

THIS INDUCEMENT AND MILLAGE RATE AGREEMENT (the "Agreement") made and entered into by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and Project Gold Dust, a general partnership between Easton Corporation and U.S. Nistan organized under the laws of the State of Delaware (the "Company").

WITNESSETH:

ARTICLE I

RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County is authorized and empowered by the provisions of Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (the "Act") to acquire, enlarge, improve, expand, equip, furnish, own, lease, and dispose of properties through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company is considering the acquisition by construction, purchase or lease of facilities and capabilities to be used for the purpose of production and manufacturing (the "Project") in the County. The Project will involve an investment of at least Eighteen Million Dollars (\$18,000,000) in new, taxable (fee in lieu of tax) investment within the meaning of Section 12-44-10 et seq. of the Act, and a fee in lieu of tax agreement by and between the Company and the County (the "Fee Agreement").

(c) The Company has requested the County to assist it through (i) the incentive of a payment in lieu of ad valorem taxes as authorized by Section 12-44-10 et seq. of the Act, (ii) placing or keeping the property of the Company, including the site of the Project, in the existing multi-county industrial park between the County and Williamsburg County, South Carolina (the "Williamsburg Park") until the expiration of that Park in July 2014, and by amending the County's existing multi-county industrial park with Pickens County (the "Pickens Park"), dated as of January 16, 2007 by adding the Project site to that Pickens Park at the expiration of the Williamsburg Park, effective July 25, 2014, and



extending the term of the Pickens Park, as necessary, pursuant to the provisions of Section 4-1-170, et seq. of the Code of Laws of South Carolina, 1976, as amended (the "MCIP Act"); as set forth herein, all so as to keep the Project site within a County multi-county park at all times during the term of the Fee Agreement, (iii) an Infrastructure Tax Credit of twenty percent (20%) of the fee-in-lieu of tax retained after the distribution of one percent (1%) to the participating county, for ten (10) years, as more fully described herein.

(d) The County has given due consideration to the economic development impact of the Project, has found that the Project and the payments in lieu of ad valorem taxes set forth herein are beneficial to the Project and that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and, has agreed to effect the issuance and delivery of this Agreement, pursuant to the Act, and on the terms and conditions hereafter set forth.

(e) In order to assist the Company in providing infrastructure (as defined in the Act) ("Infrastructure") in connection with the Project, the company has further requested the County to provide an infrastructure credit against payments in lieu of taxes as defined in Section 4-1-175 and Section 12-44-70 of the Act (the "Infrastructure Credit") in an annual amount equal to twenty percent (20%) of the payments in lieu of taxes allocated to the County taxing entities with respect to the Project pursuant to a MCIP agreement between the County and Williamsburg County or an adjoining county (the "MCIP Agreement") commencing in the property tax year in which the total new, taxable investment of the Company equals or exceeds \$25,000,000 and continuing for the next nine (9) years thereafter, but not to exceed the actual cost of the Infrastructure.

## ARTICLE II

### UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The Project will be constructed or installed by the Company on the site now owned or hereafter acquired by the Company in the County and will involve a new capital expenditure of not less than \$18,000,000 in taxable property. The Fee Agreement will contain suitable provisions for acquisition and construction of the project by the Company.

Section 2.2. The Fee Agreement will be executed at such time and upon acceptable terms to the County, as the Company shall request subject to Section 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement by and between the County and the Company shall be substantially in the form generally utilized in connection with the Act as agreed upon by the County and the Company. Such Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will coincide with the maximum term of the negotiated fee (absent an extension) pursuant to the Act. Thus, the Company shall be required to invest under and pursuant to the Fee Agreement not less than Eighteen Million Dollars (\$18,000,000) in new, qualifying taxable investment by the end of the fifth (5th) year after the year of execution of the Fee Agreement and the \$18,000,000 level of that investment shall be maintained for the initial ten (10) years of the Fee Agreement, without regard to depreciation and a \$13,000,000 level of that same investment, without regard to depreciation, shall be maintained for the remaining ten (10) years of the initial term of the Fee Agreement, all being maintained in accordance with the Act.

(b) The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company and will carry public liability insurance covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.

(c) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State of South Carolina or any incorporated municipality, but shall be payable solely from the payments received under such Fee Agreement in the MCIP and, under certain circumstances, insurance proceeds and condemnation awards.

(d) The Fee Agreement shall contain agreements providing for the indemnification of the County and the individual officers, agents and employees thereof for all expenses incurred by them and for any claim of loss suffered or damaged to property or any injury or death of any person occurring in connection with the planning, design, approval, acquisition, construction and carrying out of the Project.

(e) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes. Pursuant to the Act, such payments shall continue for a period of up to twenty (20) years from the date of the Fee Agreement and end of the annual capital investments made under the Fee Agreement for the first five (5) years, not counting the initial year of the Fee Agreement, and any amendments or

supplements to the Fee Agreement to the extent permitted by law and authorized by the County, herein. The amounts of such payments shall be determined by using an assessment ratio of 6%, a fixed millage rate based on the June 30, 2009 millage rate for all taxing entities at the Project site (which the parties believe to be 215.3), and the fair market value for the Project property (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended.

(f) The County and the Company agree, in accordance with the Act, that the Company may dispose of property subject to fee payments, as set forth in this Section.

(1) When the Company disposes of property subject to the fee, the fee payment must be reduced by the amount of the fee payment applicable to that property, subject to an absolute requirement to invest not less than \$18,000,000 in new taxable qualifying investment in the Project by the end of the fifth (5<sup>th</sup>) year after the year of execution of the Fee Agreement and maintaining the \$18,000,000 level of that investment for the initial ten (10) years of the Fee Agreement, without regard to depreciation and maintaining a \$13,000,000 level of that investment, without regard to depreciation, for the remaining ten (10) years of the initial term of the Fee Agreement, all being maintained in accordance with the Act.

(2) Property shall be considered disposed of for purposes of this Section only when it is scrapped or sold in accordance with the Fee Agreement.

(3) The Company will be allowed to replace personal property subject to the Fee Agreement to the full extent provided by law.

(g) The County will amend the Pickens Park with Pickens County dated January 16, 2007 by adding the Project site commencing and to be effective July 15, 2014, and extend the term of that park as required to keep the Project site in a NCIP through the termination of the Fee Agreement.

Section 2.4. Upon the request of the Company, the County will permit the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and related real and personal property deemed necessary under the Fee Agreement may be let by the Company.

Section 2.5. Oconee County Council agrees that this Agreement constitutes a Millage Rate Agreement, within the meaning of the Act, providing the Company with the millage rate, for all taxing entities, legally levied and applicable to the Project site on June 30, 2009, which millage rate shall be fixed as to all property subject to the Fee Agreement for the duration of the Fee Agreement.

Resolution R/09-006

Section 2.6: (a) Oconee County Council does hereby agree, subject to the requirements of Section 4-1-175 and Section 12-44-70 of the Act and the Home Rule Act, to undertake the preparation and adoption of an ordinance or agreement, authorized by ordinance, authorizing the provision of the Infrastructure Credit, as previously stated, which shall be made available to pay or reimburse the payment of a portion of or all of the costs of the Infrastructure improvements with respect to the Project. The Infrastructure Credit will be payable exclusively from payments the County receives (after payment of the MCIP partner county fee) from the Company in lieu of taxes under the Fee Agreement and the MCIP Agreement. The Infrastructure Credit shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Provided, for so long as the Fee Agreement remains in full force and effect, the Infrastructure Credit shall be paid solely by and for the Company against fee in lieu of tax payments due under the Fee Agreement.

### ARTICLE III

#### UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1: Prior to execution of the Fee Agreement and subsequent to this Agreement, the Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction and carrying out of the Project including any infrastructure and be entitled to subject the constructed or acquired property to the Fee Agreement, to the extent permitted by law.

Section 3.2: The County will have no obligation to assist the Company in finding a bank and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project and the costs of the fee in lieu of tax transaction.

Section 3.3: If the Project proceeds as contemplated, the Company further agrees as follows:

(a) To obligate itself to make the payments required by the Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3 (e) hereof;

(b) To indemnify, defend, and hold the County harmless from all pecuniary liability and to reimburse it for all expenses to which it might be put in the fulfillment of its obligations under this Agreement and in its negotiation and execution and in the implementation of its terms and provisions;

(c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed financing.

(d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the Project;

(e) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, approval, acquisition, construction, leasing and carrying out of the Project. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. This indemnity shall be superseded by a similar indemnity in the Fee Agreement;

(f) To invest not less than Eighteen Million Dollars (\$18,000,000) in new taxable investment in the Project by the end of the fifth (5<sup>th</sup>) year following the end of the year in which the Fee Agreement is executed, or lose the benefits of this Agreement in accordance with the provisions of the Act for failure to make the statutory minimum investment, and maintain such investment in accordance with the Act and the terms of this Agreement (maintain not less than \$18,000,000 of such new investment, without regard to depreciation, for the first ten (10) years of the Fee Agreement, and maintain not less than \$13,000,000 of such new investment, without regard to depreciation, for the next ten (10) years of the Fee Agreement, or lose the benefits of the Fee Agreement and the Infrastructure Credit, prospectively, from the point at which such maintenance requirement is not met.

## ARTICLE IV

### GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the Act and the Home Rule Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

Section 4.2. All commitments of the County and the Company hereunder are mutually dependant, each on the other, and are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all commitments, the execution and delivery of which are contemplated by the provisions hereof.

Section 4.3. If for any reason this Agreement is not executed and delivered by the Company on or before December 31, 2010 the provisions of this Agreement shall be cancelled and neither party shall have any rights against the other and no third parties shall have any rights against either party except:

(a) The Company will pay the County for all expenses which have been authorized by the Company and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project and for all expenses incurred by the County in connection with the authorization and approval of the Fee Agreement or this Agreement;

(b) The Company will pay the out-of-pocket expenses of officers, agents and employees of the County and counsel for the County incurred in connection with the Project and the execution of the Fee Agreement, and will pay fees for legal services related to the Project and the negotiation, authorization, and execution of the Fee Agreement and this Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the Act, the Company may, with the prior consent of the County, which consent will not unreasonably be withheld, assign (including, without limitation, absolute, collateral, and other Assignments) all or a part of its rights and/or obligations under this Indemnity Agreement, the Fee Agreement, or any other Agreement related herein or thereto, to one or more other entities which are "Related Parties" within the meaning of the Internal Revenue Code without adversely affecting the benefits to the Company or its Assignees pursuant to any such Agreement or the Act.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below:

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Reginald T. Dexter, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

Dated: May 18, 2010

PROJECT GOLD DUST

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2010



STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**PROCLAMATION P-2010-02**

**WHEREAS**, Oconee County sought the assistance of key civic leaders and citizens during the selection process for a new county administrator; and

**WHEREAS**, these key civic leaders and citizens gave freely of their time and expertise; and

**WHEREAS**, these key civic leaders provided invaluable input and feedback during the selection process;

**NOW, THEREFORE**, be it resolved that the Oconee County Council proclaims thanks to the following civic leaders and citizens for their invaluable service to Oconee County:

Mr. Dan Alexander  
Mrs. Rosemary Bailey  
Mr. Greg Dieterick  
Mr. Jerry Edwards  
Mr. Jim Gadd  
Mr. Warren Harris  
Mr. Derek Hodgins  
Mr. William "Horn" Hudson  
Mr. Gregorie Nowell  
Mr. Gary Owens  
Mr. John Powell  
Mr. C. W. Richards  
Mr. Mendel Stone  
Dr. Michael Thorsland

**PROCLAIMED** in meeting, duly assembled, this 18<sup>th</sup> day of May, 2010.

**FOR OCONEE COUNTY:**

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Reginald I. Dexter  
Chairman, District V

**ATTEST:**

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Elizabeth G. Hulse  
Oconee County Clerk to Council

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE NO. 2010-09**

**AN ORDINANCE OF OCONEE COUNTY, SOUTH CAROLINA, TO ESTABLISH PROCEDURES AND REQUIREMENTS FOR THE CONSIDERATION AND THE ENTERING INTO OF DEVELOPMENT AGREEMENTS.**

**WHEREAS**, the Local Government Development Agreement Act, S.C. Code §§ 6-31-10 to 6-31-160 (the "Act"), authorizes county councils to enter into development agreements with developers;

**WHEREAS**, the Act allows local governments to establish procedures and requirements, as provided in the Act, to consider and enter into development agreements with developers;

**WHEREAS**, the Oconee County Council believes it is in the best interests of the citizens of Oconee County to provide requirements for the consideration of and entering into development agreements under the Act;

**NOW, THEREFORE, BE IT ORDAINED, BY OCONEE COUNTY, AS FOLLOWS:**

**Section 1. SHORT TITLE.** This Ordinance may be cited as the Development Agreement Ordinance for Oconee County, South Carolina.

**Section 2. DEFINITIONS**

(A) As used in this Ordinance:

1. "Act" means the South Carolina Local Development Agreement Act, codified as S.C. Code §§ 6-31-10 to 6-31-160 (2004), as may be amended from time-to-time.
2. "Agreement" means a development agreement as authorized by the Act.
3. "Clerk" means the Clerk of the Council.
4. "Code" means the South Carolina Code of Laws, 1976, as amended.
5. "Council" means the Oconee County Council.
6. "County" means Oconee County, South Carolina.
7. "Planning Commission" means the Oconee County, South Carolina Planning Commission.

(B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Ordinance have the meanings set forth in the Act.

**Section 3. INTENT.** When a developer desires to enter into a proposed Agreement with the County under the Act, it is the intent of the Council to require a proposed Agreement to be submitted to the

Council and considered by the County, acting by and through the Council, pursuant to the terms of this Ordinance.

**Section 4. MINIMUM REQUIREMENT.** Property subject to an Agreement must contain twenty-five (25) acres or more of highland.

**Section 5. INITIATION AND CONSIDERATION OF AGREEMENTS.**

(A) At the time a developer makes application to enter into a proposed Agreement with the County, the developer shall submit to the Clerk:

(1) a letter stating that developer would like to enter into an Agreement with the County; and

(2) a proposed Agreement containing, at a minimum, the information required by Section 6 of this Ordinance.

(B) Upon receipt by the Clerk of the items in Section 5(A) above, the Clerk shall provide copies of the developer's letter and proposed Agreement to each member of the Council.

(C) Council may, in its discretion:

(1) provide for the appointment of an ad hoc committee of the Council, to review and make recommendations to the Council on the content and disposition of the proposed Agreement;

(2) request the review by and comment of any County agency, department, board or commission and such agency, department, board or commission shall, upon request of the Council, make appropriate resources and personnel available to the Council to facilitate the Council's review and consideration of the proposed Agreement;

(3) make arrangements as may be necessary or proper to enter into Agreements, including negotiating and drafting of Agreements; and

(4) engage such consultants and professional service providers as may be needed, including, but not limited to, engineering, financial, legal or other special services.

(D) The Clerk shall forward a copy of the proposed Agreement to the Planning Commission. The Planning Commission shall review the proposed Agreement, conduct hearings, as required, and make recommendations to the Council prior to the County's final consideration of the proposed Agreement.

(E) At least two (2) public hearings on the proposed Agreement shall be conducted. One of the two required public hearings shall be held by the Planning Commission and the other shall be held by the Council. Not less than fifteen (15) days' notice of the time and place of each hearing shall be published in at least one newspaper of general circulation in the county. The notice published for public hearings must include the information required to be published by Code § 6-31-5(B).

(F) No Agreement may be entered into by the County unless the Agreement has been approved by the Council through the adoption of an ordinance. Any Agreement approved by Council must contain the information required by Section 6 of this Ordinance.

**Section 6. MANDATORY CONTENT OF AGREEMENT.** The proposed Agreement filed by the developer, as provided in Section 5 of this Ordinance, must include, at a minimum:

(A) a legal description of the property subject to the Agreement and the names of the property's legal and equitable owners;

(B) the duration of the Agreement, which must comply with Code § 6-51-40;

(C) the development uses to be permitted on the property;

(D) a description of the public facilities that will service the development;

(E) a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the Agreement;

(F) a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the Agreement to address a particular permit, condition, term or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions;

(G) a finding that the development permitted or proposed is consistent, or will be consistent by the time of the execution of the Agreement, with the County's comprehensive plan and land development regulations;

(H) a description of any conditions, terms, restrictions or other requirements determined to be necessary by the Council for the public health, safety, or welfare of the County's citizens;

(I) a description, where appropriate, of any provisions for the preservation and restoration of historic structures;

(J) a development schedule including commencement dates and interim completion dates at no greater than five (5) year intervals;

(K) if more than one local government is made a party to the Agreement, a provision stating which local government is responsible for the overall administration of the Agreement;

(L) a provision that:

(1) the Agreement may be amended or canceled only by mutual written consent of the parties to the Agreement or their successors in interest;

(2) if the amendment constitutes a major modification of the Agreement, the major modification may occur only after a public notice and a public hearing by the Council, provided, that for purposes of this subitem, a "major modification" means (i) significant changes to the scheduled development time-frames set forth in the Agreement; (ii) density modifications; (iii) land use changes; or (iv) any other significant deviation from the development as contained in the Agreement;

(3) if the developer requests an amendment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified by the Council

If the developer is able to demonstrate and establish that there is good cause to modify those dates:

(4) the Agreement must be modified or suspended as necessary to comply with any state or federal laws or regulations enacted after the Agreement is entered into which prevent or preclude compliance with one more of the provisions of the Agreement;

(M) a provision for periodic review of the development and the Agreement, consistent with the provisions of Section 8 of this Ordinance;

(N) a provision addressing the effects of a material breach of the Agreement, consistent with the provisions of Section 9 of this Ordinance;

(O) a provision that the developer, within fourteen (14) days after the County enters into the Agreement, will record the Agreement with the Oconee County Register of Deeds as required by Code § 6-31-120; and

(P) a provision that the burdens of the Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the parties to the Agreement.

**Section 7. OPTIONAL CONTENT OF AGREEMENT.** The Agreement approved by the Council must include the information listed in Section 6 of this Ordinance and, in addition, may include:

(A) requirements that the entire development or any phase of it be commenced or completed within a specified period of time;

(B) defined performance standards to be met by the developer;

(C) identification of any laws or local development regulations anticipated to be adopted by the Council subsequent to the execution of the Agreement and made applicable to the property subject to the Agreement;

(D) any other matter not inconsistent with the Act not prohibited by law.

**Section 8. PERIODIC REVIEW.** At least every twelve (12) months, the Planning Commission must review compliance with the Agreement by developer. At the time of review, developer must demonstrate good faith compliance with the terms of the Agreement.

**Section 9. BREACH OF AGREEMENT.**

(A) If, as a result of the periodic review provided in Section 8 of this Ordinance, the Planning Commission finds and determines that the developer has committed a material breach of the terms or conditions of the Agreement, the Planning Commission shall serve notice in writing, within thirty (30) days after the periodic review, upon the developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the find and determination, and providing developer thirty (30) days to respond with a corrective action plan to cure the material breach. The Planning Commission may approve a corrective action plan which provides for a cure of the material breach in one (1) year or less. Corrective action plans providing for a cure of the material breach in excess of one (1) year must be reviewed and approved by Council. The Planning Commission and Council may establish a time for the cure of the material breach different from that proposed by the developer.

(B) If the developer fails to respond to the Planning Commission's notice within thirty (30)

days or cure the material breach within the time approved by the Planning Commission or Council, the Council unilaterally may terminate or modify the Agreement, provided that the Council has first given the developer the opportunity: (1) to rebut the finding and determination; or (2) to consent or amend the Agreement to meet the concerns of the Council with respect to the findings and determinations.

(C) The failure of a developer to meet a commencement or completion date shall not, in and of itself, constitute a material breach of the Agreement, but must be judged based on the totality of the circumstances.

**Section 10. SEVERABILITY.** If any section, subsection or clause of this Ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

**Section 11. CONFLICTING ORDINANCES REPEALED.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed, to the extent of such conflict, only.

**THIS ORDINANCE IS EFFECTIVE IMMEDIATELY UPON APPROVAL, ON FINAL READING, SIGNED, SEALED AND DELIVERED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.**

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: \_\_\_\_\_  
Reginald T. Dexter  
Chairman, County Council  
of Oconee County, South Carolina

ATTEST

\_\_\_\_\_  
Elizabeth G. Hulse  
Clerk to County Council of Oconee  
County, South Carolina

First Reading: \_\_\_\_\_, 2010  
Second Reading: \_\_\_\_\_, 2010  
Public Hearing: \_\_\_\_\_, 2010  
Third Reading: \_\_\_\_\_, 2010

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, the undersigned Clerk to County Council of Oconee County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading and received approval by the County Council at its meetings of \_\_\_\_\_, 2010, \_\_\_\_\_, 2010 and \_\_\_\_\_, 2010, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

\_\_\_\_\_  
Elizabeth G. Hulse  
Clerk to Oconee County Council  
Oconee County, South Carolina

Dated: \_\_\_\_\_, 2010

**NOTICE OF PUBLIC HEARING  
OCONEE COUNTY, SOUTH CAROLINA**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Planning Commission of Oconee County (the "Planning Commission") in County Council Chambers located at 415 South Pine Street, Walhalla, South Carolina 29691 on May 17, 2010 beginning at 6:00 p.m. (or at such later time after other public hearings are concluded).

The purpose of such public hearing is to consider an ordinance approving and authorizing the execution and delivery of a development agreement by and between Oconee County and Keowee River Preservation Group, LLC, whereby certain property will be subject to certain development standards and other matters related thereto. The property subject to said development agreement contains approximately 774 acres located in Oconee County, South Carolina and is more specifically described as follows:

All that certain tract of land located in Oconee County, South Carolina, designated as "773.70 Ac." on plat recorded in Plat Book B245, Pages 1 and 2 ("Plat"); **AND BEING** all or a portion of the land conveyed to Crescent Land & Timber Corp. (presently known as Crescent Resources, LLC) by deed from Abney Mills (K-777) recorded in Deed Book 10K, Page 43; by deed to S. C. Land & Timber Corp. (presently known as Crescent Resources, LLC) from Ralph Phillips, et al. (K-1) recorded in Deed Book 9D, Page 308; by deed to Crescent Land & Timber Corp. from Charles A. Burton, et al. (K-985) recorded in Deed Book 11G, Page 22; by deed to Crescent Land & Timber Corp. from Burton and Williams (K-989) recorded in Deed Book 11H, Page 38; and by deed to Crescent Land & Timber Corp. from Waymon Hughes (K-991) recorded in Deed Book 11G, Page 326.

All references to recording information shall refer to documents that were recorded in the Office of the Register of Deeds of Oconee County, South Carolina.

The foregoing property currently being identified on Oconee County tax records as Tax Parcel Nos.: 181-00-01-001, 210-00-01-001 and P/O 165-00-01-001A.

The development uses proposed on the property include residential uses, commercial uses and all other currently permitted uses applicable to the property under Oconee County laws and Oconee County land development regulations.

A copy of the proposed development agreement can be obtained at the office of the Oconee County Planning Commission and at the office of the Clerk to the Oconee County Council. Both offices are located at 415 South Pine Street, Walhalla, South Carolina 29691.

At the public hearing referenced above, taxpayers and residents of Oconee County and other interested persons who appear will be given an opportunity to express their views for or against the ordinance and the development agreement.

Oconee County, South Carolina  
By: Art Holbrooks,  
Planning Director,  
Oconee County



**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE NO. 2010-10**

**AN ORDINANCE OF OCONEE COUNTY, SOUTH CAROLINA APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY AND KEOWEE RIVER PRESERVATION GROUP, LLC, WHEREBY CERTAIN PROPERTY WILL BE SUBJECT TO CERTAIN DEVELOPMENT STANDARDS; AND OTHER MATTERS RELATED THERETO**

WHEREAS, Keowee River Preservation Group, LLC, a South Carolina limited liability company ("KRPG") is the owner of approximately 774 acres of property located in Oconee County, South Carolina (the "County"), more specifically described in the attached **Exhibit A** and incorporated herein by this reference (the "Land");

WHEREAS, the Local Government Development Agreement Act, S.C. Code §§ 6-31-10 to 6-31-160 (the "Act"), authorizes county councils to enter into development agreements with developers;

WHEREAS, the County will benefit from the development of the Land through the expansion of its tax base, the addition of needed infrastructure and the certainty and control of growth within the Land;

WHEREAS, this Act provides for the vesting of certain property rights and protects such rights from the effect of subsequently enacted laws and provides a reasonable certainty to the KRPG and the County to the lawful requirements that must be met in the development of the Land;

WHEREAS, the Act authorizes the County to enter into binding development agreements with persons or entities intending to undertake any development on real property containing twenty-five acres or more of highland and having a certain legal or equitable interest in the real property to be developed;

WHEREAS, KRPG and the County seek predictability in the development process for the Land so as to encourage the maximum efficient utilization of resources at the least economic cost to the public;

WHEREAS, public benefits and facilities will be derived from KRPG and the County entering into a development agreement authorized by the Act and this Ordinance;

WHEREAS, the willingness of the County and KRPG to agree in advance to the general development standards applicable to the Land serves to foster and facilitate the cooperation and coordination of the requirements and needs of the County and KRPG;

WHEREAS, the County, acting by and through the Oconee County Council, has adopted Oconee County Ordinance No. 2010-09, establishing procedures and requirements for considering and entering into site specific development agreements (the "Development Agreement Ordinance for Oconee County, South Carolina");

WHEREAS, KRPG and the County have caused to be prepared and presented to this meeting the form of the development agreement which the County proposes to execute and deliver to KRPG; and

WHEREAS, it appears that the development agreement above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be approved, executed and delivered by the County for the purposes intended.

**NOW, THEREFORE, BE IT ORDAINED, BY OCONEE COUNTY, AS FOLLOWS:**

**Section 1. SHORT TITLE.** This Ordinance may be cited as the Keowee River Preservation Group Development Agreement Ordinance.

**Section 2. DEFINITIONS**

(A) As used in this Ordinance:

1. "Act" means the South Carolina Local Development Agreement Act, codified as S.C. Code §§ 6-31-10 to 6-31-160 (2004), as may be amended from time-to-time.
2. "Agreement" means the Development Agreement in form attached hereto as **Exhibit B** and incorporated herein by this reference.
3. "Clerk" means the Clerk of the Council.
4. "Code" means the South Carolina Code of Laws, 1976, as amended.
5. "Council" means the Oconee County Council.
6. "County" means Oconee County, South Carolina.

(B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Ordinance have the meanings set forth in the Act.

**Section 3.** The form, terms and provisions of the Agreement are hereby approved. The Chairman (or in his absence for any reason, the Vice Chairman) of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name of and on behalf of the County, and thereupon to cause the Agreement to be delivered to KRPG. The Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, with the advice of counsel, in order to accomplish the purposes of the transactions authorized by this Ordinance, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement now before this meeting.

**Section 4.** The Chairman of the County Council and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Agreement and the performance of all obligations of the County under and pursuant to the Agreement.

**Section 5.** It is hereby found, determined and declared by the County, acting by and through the Council, that (i) the Agreement is consistent with the County's Comprehensive Plan, the Act and current regulations of the County and (ii) the Agreement and the approval of the Agreement by the County, acting by and through the Council, complies with the procedures, terms and conditions of the

Development Agreement Ordinance for Oconee County, South Carolina

**Section 6.** To the extent of any conflict between the terms and conditions of the Agreement and/or this Ordinance with the terms and conditions of any laws, ordinances, regulations, permit approval processes or permit approval processes previously enacted or hereinafter enacted by the County, the terms of this Agreement and/or this Ordinance shall control, to the extent permitted by law.

**Section 7.** If any section, subsection or clause of this Ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

**Section 8.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed, to the extent of such conflict, only.

**THIS ORDINANCE IS EFFECTIVE IMMEDIATELY UPON APPROVAL ON FINAL READING, SIGNED, SEALED AND DELIVERED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.**

OCCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: \_\_\_\_\_  
Reginald T. Dexter  
Chairman, County Council  
of Oconee County, South Carolina

ATTEST:

\_\_\_\_\_  
Elizabeth G. Hulsa  
Clerk to County Council of Oconee  
County, South Carolina

First Reading: \_\_\_\_\_, 2010  
Second Reading: \_\_\_\_\_, 2010  
Public Hearing: \_\_\_\_\_, 2010  
Third Reading: \_\_\_\_\_, 2010

EXHIBIT A

Legal Description of the Land

All that certain tract of land located in Oconee County, South Carolina, designated as "773.70 Ac." on plat recorded in Plat Book B245, Pages 1 and 2 ("Plat"); AND BEING all or a portion of the land conveyed to Crescent Land & Timber Corp. (presently known as Crescent Resources, LLC) by deed from Abrey Mills (K-777) recorded in Deed Book 10K, Page 43; by deed to S. C. Land & Timber Corp. (presently known as Crescent Resources, LLC) from Ralph Phillips, et al. (K-1) recorded in Deed Book 9C, Page 308; by deed to Crescent Land & Timber Corp. from Charles A. Burton, et al. (K-985) recorded in Deed Book 11G, Page 221; by deed to Crescent Land & Timber Corp. from Burton and Williams (K-989) recorded in Deed Book 11H, Page 38; and by deed to Crescent Land & Timber Corp. from Waymon Hughes (K-991) recorded in Deed Book 11G, Page 326.

All references to recording information shall refer to documents that were recorded in the Office of the Register of Deeds of Oconee County, South Carolina.

The foregoing property currently being identified on Oconee County tax records as Tax Parcel Nos.: 181-00-01-001, 216-00-01-001 and P/O 165-00-01-001A.

EXHIBIT B

Form of Development Agreement

See attached

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, the undersigned Clerk to County Council of Oconee County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received approval by the County Council at its meetings of \_\_\_\_\_, 2010, \_\_\_\_\_, 2010 and \_\_\_\_\_, 2010, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

\_\_\_\_\_  
Elizabeth G. Hulse  
Clerk to Oconee County Council  
Oconee County, South Carolina

Dated: \_\_\_\_\_, 2010

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 (the "Effective Date") by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and **KLOWEE RIVER PRESERVATION GROUP, LLC**, a South Carolina limited liability company ("Developer"). The County and Developer may be referred to individually as a "Party" and collectively as the "Parties."

**RECITALS:**

WHEREAS, Developer is the owner of the Property (as hereinafter defined);

WHEREAS, the County will benefit from the development of the Property through the expansion of its tax base, the addition of needed infrastructure and the certainty and control of growth within the Property;

WHEREAS, this Agreement provides for the vesting of certain property rights and protects such rights from the effect of subsequently enacted laws and provides a reasonable certainty to the Parties as to the lawful requirements that must be met in the development of the Property;

WHEREAS, the Act (as hereinafter defined) authorizes the County to enter into binding development agreements with persons or entities intending to undertake any development on real property containing twenty-five acres or more of highland and having a legal or equitable interest in the real property to be developed;

WHEREAS, the Parties hereto seek predictability in the development process for the Property so as to encourage the maximum efficient utilization of resources at the least economic cost to the public;

WHEREAS, public benefits and facilities will be derived from this Agreement;

WHEREAS, the Parties' willingness to agree in advance to the general development process for the Property serves to foster and facilitate the cooperation and coordination of the requirements and needs of the Parties;

WHEREAS, the Oconee County Council has adopted County Ordinance No. 2010-09 establishing procedures and requirements for considering and entering into site specific development agreements (the "Development Agreement Ordinance for Oconee County, South Carolina");

WHEREAS, pursuant to the Act, the County conducted public hearings regarding its consideration of this Agreement on \_\_\_\_\_, 2010 and \_\_\_\_\_, 2010, after notice of such public hearings was duly published and announced in accordance with the Act; and

WHEREAS, the Council adopted Ordinance No. 2010-10 on \_\_\_\_\_, 2010 determining that this Agreement is consistent with the County's Comprehensive Plan (as hereinafter defined), the Act and current regulations of the County and approving the Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### ARTICLE I: General Definitions

1.1 **Definitions:** For purposes of this Agreement, the following definitions shall apply unless the context clearly indicates otherwise:

A. "Act" means the South Carolina Local Government Development Agreement Act, codified as S. C. Code Ann. § 6-31-10 *et seq.*, as amended.

B. "Code" means the South Carolina Code of Laws, 1976, as amended.

C. "Comprehensive Plan" means the County's current master plan, commonly known as the County's Comprehensive Plan, adopted pursuant to Code Sections 6-7-510, *et seq.*, 5-23-490, *et seq.* or 4-27-600 and the official map adopted pursuant to Code Sections 6-7-1210, *et seq.*, including any amendments adopted subsequent thereto, but prior to the adoption of this Agreement.

D. "Council" means the Dorchester County Council.

E. "Development Permit" means and includes a building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, or other official action of the County having the effect of permitting the development of the Property.

F. "Keeowee River Community Development Standards" means the development standards applicable to the Property set forth in the attached **Schedule 3** hereof, incorporated by reference herein.

G. "Land Development Regulations" means ordinances and regulations enacted by the Council for the regulation of any aspect of development and includes any zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of the Property.

H. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, policies and rules adopted by the County affecting the development of property and includes laws governing permitted uses of property, governing density, and



governing design, improvement, and construction standards, except as provided in Code Section 6-31-40(A).

I. "Planning Commission" means the Oconee County Planning Commission established pursuant to Code Sections 4-27-510, 5-23-410 or 6-7-320.

J. "Property" means the real property described in the attached Schedule 1 hereto, incorporated by reference herein, and includes the earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as a part of real property.

K. "Public Facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, education, parks and recreational, and health systems and facilities.

1.2 **Other Terms:** Terms not otherwise defined in this Agreement have the meanings set forth in the Comprehensive Plan or the Act. Other terms may be defined throughout this Agreement.

1.3 **Recitals:** The Recitals set forth above, the Legislative Findings set forth in Code Section 6-31-10, and all schedules attached to this Agreement are incorporated fully herein by reference as if they were set out in this Agreement in their entirety and are a part and parcel of this Agreement.

## **ARTICLE 2: Major Terms of the Agreement**

2.1 **Legal Description of the Property and Owner's Name.** The Property subject to this Agreement currently consists of approximately 774 acres   , including more than 250 acres of highland. The legal description of the Property subject to this Agreement is attached hereto as Schedule 1. The name of the legal and equitable owner of the Property is Keowee River Preservation Group, LLC, a South Carolina limited liability company.

2.2 **Term.** The term of this Agreement begins on the Effective Date and ends ten (10) years from the Effective Date (the "Termination Date"); provided, however, pursuant to Code Section 6-31-60(A)(2), the County and the Developer are not precluded from extending the Termination Date by mutual agreement or from entering into subsequent development agreements.

2.3 **Property Uses and Adoption of Keowee River Community Development Standards.** The uses permitted on the Property include residential uses, commercial uses and all other currently permitted uses applicable to the Property under County Laws and County Land Development Regulations in effect as of the Effective Date (collectively, the "Pre-Approved Uses"). The Pre-Approved Uses shall remain on the Property during the duration of the term of this Agreement and shall not be changed or altered by the County without the consent of the Developer, or its successors and/or assigns. Developer hereby discloses to the County that the Property is subject to those certain General Deed Restrictions set forth in that certain Special Warranty Deed from Crescent Resources, LLC, as Grantor, to Developer, as Grantee, dated

March 30, 2009 recorded on April 2, 2009 in Deed Book 1711 at Page 226 in the records of the Osceola County Register of Deeds, and a copy of the said General Deed Restrictions are attached hereto as **Schedule 2**. The County hereby adopts and approves the Keowee River Community Development Standards with respect to the development of the Property. Subject to the terms of the Act, the Laws applicable to the development of the Property are those Laws in force on the Effective Date of this Agreement. To the extent of any conflict between the County's Comprehensive Plan, the County's Land Development Regulations, the County's Laws and the Keowee River Community Development Standards, the terms and conditions of the Keowee River Community Development Standards shall control to the extent permitted by law. The County agrees to issue any Development Permit necessary for the development of the Property so long as any submittal by Developer for a Development Permit complies with the Keowee River Community Development Standards, and the procedures and requirements of the County's development standards, Land Development Regulations and Laws in effect as of the Effective Date otherwise applicable for County permits. Developer agrees that the Property and the development of the Property shall be subject to the terms and conditions of the Keowee River Community Development Standards. It is specifically acknowledged and agreed that to the extent permitted by law, any development standards, Land Development Regulations and Laws adopted, modified and/or amended by the County after the Effective Date shall not be applicable to the Property without the prior written consent of Developer, which consent may be withheld by Developer in Developer's sole discretion.

**2.4 Description of Public Facilities.** To the extent any Public Facilities are needed in connection with the development of the Property, Developer shall be responsible for the initial construction of such Public Facilities that will service the development of the Property. Developer shall have the right, but not the obligation, to dedicate or convey to the County any Public Facilities constructed on the Property, and if the Developer exercises this right with respect to one or more Public Facilities constructed on the Property by Developer, the County Council may consider whether or not to accept a conveyance and/or dedication of any such Public Facilities, but only as to Public Facilities which it is legally allowed to own and operate, and using the same policies, criteria and procedures which it uses for the dedication and acceptance of other public facilities, based on the County's development standards, Land Development Regulations and Laws in effect as of the Effective Date. Subject to the terms of the Keowee River Community Development Standards, from and after the dedication or conveyance of a Public Facility to the County, the County shall be responsible thereafter for the repair, maintenance and replacement of such conveyed and/or dedicated Public Facility.

**2.5 Preservation of Environmentally Sensitive Property.** In the development of the Property, the Developer will protect, as required only by applicable law in effect as of the Effective Date, any environmentally sensitive areas of the Property, including any or all areas falling under the jurisdiction of any state or federal agencies.

**2.6 Description of Local Development Permits.** Developer acknowledges and agrees that Developer must obtain certain local development and other regulatory permits for the development of the Property, and the parts therein. Such permits may include, but are not limited to: land use permits, zoning permits, grading permits, plat approvals (preliminary, conditional or final), road and drainage construction plan approvals, building permits, certificates

of occupancy, water and/or sewer development contracts and utility construction and operating permits. The failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Developer, or their assigns, of the necessity of complying with all laws governing the requirements, conditions, terms and or restrictions of applicable permits, subject to the terms of Section 2.3 of this Agreement.

**2.7 Consistency with Comprehensive Plan, the Act and Current Regulations.** As required by Code Section 6-31-60(A)(7), the County finds that this Agreement is consistent with the County's Comprehensive Plan, the Act and the County's Land Development Regulations in effect on the Effective Date.

**2.8 Terms Required for the Health, Safety and Welfare of the Citizens of Oconee County.** As required by Code Section 6-31-60(A)(8), the County finds that the conditions, terms, restrictions and other requirements contained in this Agreement are sufficient to protect the public safety and welfare of the County's citizens and no additional conditions, terms, restrictions or other requirements are necessary for the protection of the health, safety and welfare of the citizens.

**2.9 Preservation of Historic Sites.** As required by Code Section 6-31-60(A)(9), in the development of the Property, the Developer will preserve any historic structures, including any structures within the Property listed or deemed to be eligible for listing by the State Historic Preservation Office (SHPO) or the Advisory Council on Historic Preservation.

**2.10 Development Schedule.**

A. **Commencement of Development.** The development of the Property shall be deemed to commence on the date the County approves one or more site development plans for the Property or a portion of the Property.

B. **Completion Date of Development.** The development of the Property should be substantially completed, i.e. all necessary infrastructure constructed and/or in place to serve the intended uses for the development, on or before a date that is ten (10) years after the Effective Date. Nothing in this section shall be interpreted to extend the term of this Agreement. However, the failure to achieve substantial completion shall not in and of itself constitute a material breach of this Agreement, but must be judged based upon the good faith efforts of the Developer as well as the totality of the circumstances, including without limitation market conditions.

C. **Schedule for Development and Interim Completion Dates.** A specific schedule for the development of the Property shall be determined at the time of substantial of a site specific development plan(s) by the Developer of the Property or portion of the Property pursuant to the terms herein. However, in no event shall the completion date(s) for the development of the Property exceed ten (10) years after the Effective Date hereof. The County will require interim completion dates for the development of the Property which require that certain phases or components of the development be achieved within certain interim time periods at no greater than five (5) year intervals. The County and Developer anticipate that the following percentages of development of the Property to be completed at the following interim periods:

<u>Year After Effective Date</u>	<u>% Completed</u>
5	25%
10	100%

2.10 **Vested Rights.** Subject to the Act and the terms of this Agreement, all rights and prerogatives accorded to Developer by this Agreement will constitute vested rights for the development of the Property pursuant to the terms herein and approved by the County; such vesting, upon approval of the County, will pertain to all those rights and prerogatives afforded by the Laws. The County agrees that Developer, upon receipt of its Development Permits required herein, may proceed to develop the Property according to the terms and conditions of this Agreement and the site specific development plan(s) approved by the County. Further, this Agreement does not abrogate any rights either preserved by the Act or that may have vested pursuant to common law and otherwise in the absence of this Agreement.

2.11 **Law in Effect as of the Effective Date Governs Development of Property.** Subject to the terms of the Act, the Laws applicable to the development of the Property are those in force on the Effective Date of this Agreement.

2.12 **Public Hearings; Notice and Publication.** The County represents that prior to entering into this Agreement, the County conducted the requisite public hearings, notice requirements, and any other procedures or statutory mandates in full compliance with (i) Code Section 6-31-50, (ii) other provisions of the Act, and (iii) any other applicable statutory or regulatory requirements, ordinances, and laws, and by the execution hereof finds that this Agreement complies with all such requirements.

2.13 **Dispute Resolution.** In the event of a dispute between the Parties as to whether a provision in the County's Comprehensive Plan, the Act or current Land Development Regulations is inconsistent with express or implied provisions of this Agreement, the Parties must first submit such disputed interpretation to the Council and shall wait ten (10) business days after such submittal before invoking the remedies afforded under this Agreement.

### **ARTICLE 3: Periodic Review; Breach and Cure**

3.1 **Periodic Review.** At intervals of twelve (12) months, the County's zoning administrator, or if the County has no zoning administrator, an appropriate officer of the County designated by the Council, shall review the progress of the development of the Property to ensure compliance with the Agreement. At the time of the reviews, Developer must demonstrate good faith compliance with the terms of the Agreement and must fully cooperate with such administrator or officer during such review.

3.2 **Breach and Cure by Developer.** If, as a result of a periodic review conducted pursuant to the preceding paragraph, the County finds and determines, at its sole but reasonable discretion, that Developer has committed a material breach of the terms or conditions of the Agreement, including its schedules, or the site specific development plan(s) approved by the County, as may

be amended from time to time, the County shall serve upon the Developer written notice, within a reasonable time after the periodic review, setting forth with reasonable particularity the nature of the breach and facts supporting the finding and determination, and providing the Developer a reasonable time in which to cure the breach. If the Developer fails to cure the breach within the time given, then the County unilaterally, in its sole and absolute discretion, may terminate this Agreement, provided, that the County has first given the Developer the opportunity:

- (1) to rebut the finding and determination; or
- (2) to consent to amend the Agreement and/or the site specific development plan(s) approved by the County to meet the concerns of the County with respect to the findings and determinations.

Failure of the Developer to meet a commencement or completion date may not constitute a material breach of the Agreement if the Developer provides sufficient documentation to the County that it is without fault for such failure and the Developer is proceeding, in good faith and with all diligence, with its efforts to comply.

Any default by one Party hereunder, shall only be a default as to that specific Party and will not result in a default of the entire Agreement by all Parties.

**3.3 Non-Performance and Cure by County.** In the event that the County fails to perform any material terms or conditions of this Agreement (the "Non-Performance"), the Developer shall serve upon the County written notice of the alleged Non-Performance, setting forth with reasonable particularity the nature of the Non-Performance and the facts supporting such determination, and provide sixty (60) days for the County to cure the Non-Performance (the "Cure Period"). In the event more than sixty (60) days is needed by the County to cure the Non-Performance, the County shall be afforded additional reasonable time to cure the Non-Performance so long as the County is making good-faith efforts at curing the Non-Performance.

The County's failure to cure the Non-Performance within the Cure Period, including any additional time afforded the County to cure the Non-Performance, shall not provide a basis for terminating this Agreement but, instead, shall provide a basis for Developer to seek actual damages and/or specific performance of this Agreement from a South Carolina Court of competent jurisdiction with venue being in Oconee County, South Carolina, which shall be the Developer's sole remedy.

#### **ARTICLE 4: Miscellaneous**

**4.1 Recordation.** The Developer agrees to record this Agreement with the Oconee County Register of Deeds within fourteen (14) days after its full execution thereof as required by Code Section 6-31-120.

**4.2 Priority.** The Developer hereby represents and warrants that this Agreement, upon its recordation, shall not be subordinate to any encumbrances of any kind, including mortgage liens, mechanics liens, tax liens, and judgments.

4.3 **Partial Invalidity.** If any part, clause or provision of this Agreement is held to be void by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unaffected and shall be given such construction as to permit it to comply with the requirements of all applicable laws and the intent of the Parties hereto.

4.4 **Waiver.** A Party's waiver of a breach of any term of this Agreement shall not be constituted as a waiver of any subsequent breach of the same or another term contained in the Agreement. A Party's subsequent acceptance of performance by the other Party shall not be construed as a waiver of a preceding breach of this Agreement other than failure to perform the particular duties so accepted.

4.5 **Governing Law.** This Agreement is governed by and subject to the terms and provisions of the Act. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of South Carolina.

4.6 **Entire Agreement.** This Agreement contains the entire understanding between the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, expressed or implied, oral or written.

4.7 **Amendment.** The following rules apply to any amendments to the Agreement and the site specific development plan(s) approved by the County:

1. the Agreement may be amended or cancelled in accordance with the Act by mutual written consent of the Parties;
2. if the amendment constitutes a major modification of the Agreement, the major modification may occur only after public notice and a public hearing by the County Council. For purposes of this section, a "Major Modification" means:
  - i. material change to the schedule of development set forth in this Agreement;
  - ii. Property use changes to any County-approved Property uses for the Property, or parts therein;
  - iii. any other significant deviation from the development of the Property as contained in this Agreement.
3. The County Council shall review and approve any reasonable request to amend the development schedules, including commencement dates, upon the Developer's demonstration to the County Council of good cause. Good cause shall be determined in the reasonable discretion of the Council.
4. the Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement is

entered into which prevent or preclude compliance with one or more of the provisions of the Agreement.

4.8 **Successors in Interest/Assigns.** All burdens and obligations of this Agreement are binding upon and the benefits shall inure to the Parties hereto and to all successors in interest to the Parties and all assigns.

4.9 **Notices.** All notices hereunder shall be given in writing, by certified mail, postage prepaid at the following addresses:

To the County:

Oconee County  
Attention: Oconee County Administrator  
415 South Pine Street  
Walhalla, South Carolina 29691

To Developer:

Keowee River Preservation Group, LLC  
Attn: \_\_\_\_\_  
(Address)

4.10 **Relationship of the Parties.** This Agreement creates a contractual relationship between the Parties pursuant to and in accordance with the Act, only. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for the acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Developer constitutes "state action" for any purpose. Further, this Agreement is not intended to create, nor does it create, a relationship whereby one Party may be rendered liable in any manner for the debts or obligations of another Party, to any person or entity whatsoever, whether such debt or obligation arises under this Agreement or outside this Agreement. Further, this Agreement is not intended to create, nor does it create, rights for any third party beneficiary.

4.11 **Headings.** Headings used throughout this Agreement are for reference and convenience purposes only and have no binding effect and are not a part of this Agreement.

4.12 **Execution.** To facilitate execution, this Agreement may be executed by as many counterparts as may be required, whether as originals or by facsimile copies of executed originals, with each part combined to constitute the whole document.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement to be effective as of the date set forth hereinabove.

**OCONEE COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina

\_\_\_\_\_  
Witness 1

By: \_\_\_\_\_

\_\_\_\_\_  
Witness 2 (Notary)

Its: \_\_\_\_\_

**KEOWEE RIVER PRESERVATION GROUP, LLC**, a South Carolina limited liability company

\_\_\_\_\_  
Witness 1

By: \_\_\_\_\_

\_\_\_\_\_  
Witness 2 (Notary)

Its: Manager



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

ACKNOWLEDGEMENT

PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within named **Oconee County, South Carolina**, by \_\_\_\_\_, sign, seal and as both his act and deed deliver the within written Agreement and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

\_\_\_\_\_  
Witness

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public for (L.S.) (SEAL)  
My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

ACKNOWLEDGEMENT

PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within named **Kennee River Preservation Group, LLC**, by \_\_\_\_\_, its Manager, sign, seal and as both his act and deed deliver the within written Agreement and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

\_\_\_\_\_  
Witness 1

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public for (L.S.)  
My Commission Expires: \_\_\_\_\_

(SEAL)

## LIST OF SCHEDULES

SCHEDULE 1	Property – Legal Description
SCHEDULE 2	General Deed Restrictions
SCHEDULE 3	Keowee River Community Development Standards

SCHEDULE 1

Property – Legal Description

All references to recording information shall refer to documents that were recorded in the Office of the Register of Deeds of Oconee County, South Carolina.

All that certain tract of land located in Oconee County, South Carolina, designated as "773.70 Ac." on plat recorded in Plat Book B245, Pages 1 and 2 ("Plat"); **AND BEING** all or a portion of the land conveyed to Crescent Land & Timber Corp. (presently known as Crescent Resources, LLC) by deed from Abney Mills (K-777) recorded in Deed Book 10K, Page 43; by deed to S. C. Land & Timber Corp. (presently known as Crescent Resources, LLC) from Ralph Phillips, et al. (K-1) recorded in Deed Book 9D, Page 308; by deed to Crescent Land & Timber Corp. from Charles A. Burton, et al. (K-985) recorded in Deed Book 11G, Page 221; by deed to Crescent Land & Timber Corp. from Burton and Williams (K-989) recorded in Deed Book 11H, Page 38; and by deed to Crescent Land & Timber Corp. from Waymon Hughes (K-991) recorded in Deed Book 11G, Page 326.

Tax Parcel Nos.: 181-00-01-001, 210-00-01-001 and P/O 165-00-01-001A

SCHEDULE 2

General Deed Restrictions

See attached

## GENERAL DEED RESTRICTIONS

THE PROPERTY SHALL BE CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, WHICH SHALL ENCUMBER THE PROPERTY AND SHALL RUN WITH TITLE TO THE PROPERTY.

1. Definition of "Property" and "Lot". As used herein, (i) "Property" means all of the property conveyed by Grantor to Grantee pursuant to this deed; (ii) "Lot" means any portion of the Property that constitutes a legally established separate lot or parcel of land (whether created by the recordation of a subdivision plat or otherwise), as such lots or parcels of land may exist from time to time (collectively, "Lots"); (iii) "Commercial Property" means that portion of the Property, not to exceed 75 acres, designated for commercial use in accordance with Section 2(b) below as depicted on a site plan approved by Grantor in accordance with Section 5 below; (iv) "Residential Property" shall mean all of the Property except the Commercial Property; (v) "Commercial Lot" means any Lot within the Commercial Property; and (vi) "Residential Lot" means any Lot within the Residential Property. If the Property consists of only one lot or parcel of land, then the term "Property" is synonymous with the term "Lot." If the Property consists of two or more lots or parcels of land, whether such lots or parcels exist on the date the Property is conveyed to Grantee or are later created by subdivision of the Property or other legal means, then each of these lots or parcels is a "Lot" for the purposes of these General Deed Restrictions.

### 2. Permitted Uses

(a) Residential Property. The Residential Property shall be used only for (i) detached, single-family residence purposes; (ii) attached residential townhome purposes; and (iii) residential condominium purposes. The Residential Property shall not be used as a rental apartment project or other multi-family project operated on a commercial basis (such as a condominium project in which the condominium units are owned by a single owner and offered for rent on a commercial basis). Except with respect to condominium units, no more than one single-family residential dwelling may be constructed on any Residential Lot. Although townhome dwellings may be attached, each townhome shall be located on its own Residential Lot and shall comply with all applicable laws and ordinances, including zoning and subdivision ordinances. No townhome or condominium building may exceed sixty-five (65) feet in height measured from ground level ("ground level" being the level of the ground directly beneath the part of the structure being measured). Notwithstanding the terms of Section 6(a)(i), no townhome or condominium unit may contain less than 1,600 square feet of Heated Living Area (as defined in Section 6(a)). These residential restrictions shall not prohibit the construction of pools, tennis courts or other recreational facilities or amenities such as are commonly constructed and maintained within planned-unit developments.

(b) Commercial Property. Without the prior written consent of Grantor, no part of the Commercial Property may be used for any purpose other than (i) commercial

retail sales and services of a type typically found in neighborhood and community oriented retail shopping centers, including, for illustrative purposes only and without limitation, grocery stores, drug stores, dry cleaners (pickup/dropoff only), beauty parlors, florists and shoe repair shops, restaurants (including fast food restaurants), a hotel and conference center, training or event facility, commercial storefronts with single-family residences above, office uses (such as offices of dentists, accountants, attorneys and doctors, insurance agency and real estate brokerage offices, and offices of travel agencies, banks and other financial institutions), and video stores; (ii) rental apartments operated as a senior living apartment project where the residents must be at least fifty-five (55) years old; (iii) day care centers; (iv) group homes or rest homes. No portion of the Commercial Property shall be used for a business or use which creates strong, unusual or offensive odors, fumes, dust or vapors; is a public or private nuisance; emits noise or sounds which are objectionable due to intermittence, heat, frequency, shrillness or loudness; or creates unusual fire, explosive or other hazards. No portion of the Commercial Property shall be used for industrial use, manufacturing use, a bookstore (other than a Borders or similar type) or other establishment engaged in the business of selling, exhibiting or delivering pornographic or obscene materials; a so-called "head shop"; a pawn shop; a business selling so-called "second-hand goods"; a junk yard; a salvage yard; a flea market; a recycling facility or stockyard; a motor vehicle or boat dealership, vehicle repair shop or body and fender shop. Except for the rental apartment project described in subsection (ii) above in this Section 2(b), no rental apartment project or other multi-family project operated on a commercial basis (such as a condominium project in which the condominium units are owned by a single owner and offered for rent on a commercial basis) is permitted on the Commercial Property.

(c) **Other Uses.** Notwithstanding the use restrictions set forth in Sections 2(a) and 2(b), any portion of the Property may be used for the construction and operation of (i) a boat and boat trailer parking and storage facility; (ii) a concert pavilion; (iii) parks, playgrounds, playing fields and similar recreational facilities; (iv) a church, shrine or temple; (v) a dry dock facility; (vi) school; and (vii) subject to the terms of Section 2(a), stables for horses; provided that the location of each of the foregoing items is subject to the approval of Grantor as part of the site plan review and approval process described in Section 5 and the plans for such improvements are subject to the improvement plan review and approval process described in Section 6(b).

**3. Restricted Activities.** The following activities are prohibited on the Property:

(a) Raising, breeding, or keeping of animals, livestock or poultry of any kind, except that dogs, cats, or other useful and common household pets (which are registered, licensed and inoculated as required by law) may be permitted on the Property; and (ii) horses (which are registered, licensed and inoculated as required by law) may be pastured on the Property so long as: (1) the horses are kept within fencing and no portion of the fencing is located within two hundred (200) feet (measured horizontally without regard to the actual ground measurement (which may vary based on the topography of the land)) from a contour line at an elevation of six hundred and sixty (660) feet above mean sea level (U.S.G.S. datum); (2) the number of horses within any fenced area does not exceed one (1) horse per acre of that fenced area; and (3) no more than forty (40) horses are permitted on the Property.

- (b) Any activity which violates local, state, or federal laws or regulations.
- (c) Except as set forth in Sections 2(a) and 2(b), any duplex, apartment or other multi-family residential use.
- (d) Any camper, trailer, motor home, boat (including, without limitation, any boat docked adjacent to the Property), recreational vehicle, or similar habitable or transportable unit or structure on or adjacent to the Property and used as a place of residence.
- (e) Institutional uses (except as set forth in Section 2(c)), including, but not limited to beds and breakfasts.
- (f) Any business or trade, except that (i) business and trade activities are permitted on the Commercial Property pursuant to Section 2(b), and (ii) an owner or occupant residing on a Residential Lot may conduct business activities within a dwelling on that Residential Lot so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the dwelling unit; (2) the business activity conforms to all zoning requirements for the Residential Lot; (3) the business activity does not involve regular visitation of the Residential Lot by clients, customers, suppliers or other business invitees; (4) the business activity does not involve any service or delivery business in which more than one vehicle used in such business would be parked overnight on a Residential Lot, or for which any parts, equipment, supplies, raw materials, components or tools are stored on a Residential Lot; and (5) the business activity is consistent with the residential character of the Residential Property and does not constitute an unreasonable disturbance to adjoining land owners or others, a nuisance or a hazardous or offensive use. The foregoing shall not preclude occasional garage sales, moving sales, rummage sales or similar activities provided that such activities are not held on the same Residential Lot more than once in any six-month period. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit, or (z) a license is required. The leasing of a Residential Lot for single-family residential use shall not be considered a business or trade within the meaning of this subsection.

4. **Prohibited Conditions.** None of the following structures or improvements may be located upon the Property:

- (a) Structures, equipment or other items which are visible from any road or adjacent property which have become rusty, dilapidated, or otherwise fallen into disrepair.
- (b) Towers, antennas or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind which are located outside of the



building on a Lot other than (i) a customary antenna, which shall not extend more than ten feet above the top roof ridge of the building; and (ii) a satellite disc or dish no larger than 18 inches in diameter.

(c) Any freestanding transmission or receiving towers or any non-standard television antennas.

(d) Chain-link fences, except within the Commercial Property.

5. Site Plan Approval. Notwithstanding anything contained herein to the contrary, no development of the Property may commence until Grantor has approved a site plan prepared by Grantee, at Grantee's expense, depicting the proposed layout of residential areas, commercial areas, common areas, amenities, lots, commercial buildings, streets, parking areas, utilities, drainage patterns and other improvements on the Property and such other matters as Grantor deems reasonably necessary to evaluate a site plan ("Site Plan"). Grantee may submit Site Plans to Grantor in phases in accordance with Grantor's development schedule for the Property. Grantee shall deliver the Site Plan to Grantor at least sixty (60) days before Grantee intends to commence any development of the Property. In reviewing the Site Plan, Grantor may take into account design, access, utilities, erosion control, water quality and other land planning matters. Within fifteen (15) days after its receipt of the Site Plan, Grantor shall either (i) approve the Site Plan in writing, or (ii) object to the Site Plan and deliver to Grantee written notice of such objection. Grantor's approval of the Site Plan shall not be unreasonably withheld, conditioned or delayed. If Grantor fails to object to the Site Plan within that fifteen (15) day period, then the Site Plan shall be deemed approved by Grantor. If Grantor objects to the Site Plan, then Grantee shall meet with Grantor within fifteen (15) days after receipt of such objection notice to attempt to resolve the objection and revise the Site Plan to address Grantor's objection and then resubmit the Site Plan to Grantor for review. The foregoing process shall continue until Grantor approves the Site Plan. If Grantor approves the Site Plan, then no modifications to the approved Site Plan shall be made without Grantor's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Grantee shall develop the Property substantially in accordance with the Site Plan approved by Grantor. Notwithstanding anything contained herein to the contrary, the rights and obligations of Grantor under this Section 5 are, except as set forth below, the exclusive rights and obligations of Grantor. These rights and obligations do not run to the benefit of any other party, except to the extent assigned by Grantor as evidenced by a written assignment recorded in the Office of the Orange County Register of Deeds.

6. Improvements. All buildings and outbuildings erected upon the Property shall be built on site of new materials of good grade, quality and appearance, and shall be constructed in a good, workmanlike manner, conforming to all applicable building codes.

(a) Residential Property. Dwellings (and accessory structures, as applicable) on the Residential Property must comply with the following requirements:

(i) One story dwellings shall not contain less than 1,800 square feet of Heated Living Area; one and a half story dwellings shall not contain less than 2,000 square feet of Heated Living Area, and two (or more) story dwellings shall not contain less than 2,200 square feet of Heated Living Area.

(iii) All dwellings and accessory structures shall be completely supported with solid brick, brick or stone covered block, or stucco covered foundation.

(iii) Roofs shall have not less than a 5 in 12 inch pitch, and not less than a 12 inch overhang, and shall be covered with asphalt or fiberglass shingles, terra cotta tile, real or man-made slate, copper sheathing or wood shingles or painted metal.

(iv) The exterior surfaces of all dwellings and accessory structures shall be covered only with brick, stone, hard stucco (synthetic stucco is not permitted), wood, or siding consisting of wood, composite or vinyl material; provided, that any horizontal siding must be completely supported to maintain a straight and even outer surface and must be fully and properly finished.

(v) Exteriors of all dwellings and accessory structures must be completed within one year after the commencement of construction, and a certificate of occupancy issued within two years after commencement of construction.

As used herein, "Heated Living Area" excludes basement areas (defined as any level in which at least one perimeter wall is below, or partially below, grade), unless such basement areas have two or more perimeter walls above surrounding grade, and such basement areas are fully heated and air conditioned and constructed to a quality equal to the above grade levels of the dwelling. In addition, Heated Living Area excludes vaulted ceilings areas, attics, unheated porches, attached or detached garages, porta-cocheros and unheated storage areas, decks and patios. The term "story" shall mean a finished horizontal division of Heated Living Area extending from the floor of such division to the ceiling above it. The term "half story" shall mean a story which contains 50 percent or less Heated Living Area than the story in the house containing the most Heated Living Area.

(b) Commercial Property. No improvements or structures (collectively, "Improvements") shall be placed, erected or altered on any portion of the Commercial Property, nor shall any construction be commenced, until the complete plans and specifications for such Improvements ("Improvement Plans") showing the design, location and front, rear and side elevations of such Improvements have been submitted to and approved by Grantor; provided, however, that Improvements and alterations which are completely within any structure may be undertaken without such approval. In considering any proposed Improvement Plans, Grantor may take into account external design, quality and type of construction, materials, color, location on the Commercial Property, height, grade and finished ground elevation, and all other aesthetic and use considerations. Within fifteen (15) days after its receipt of the Improvement Plans, Grantor shall either (i) approve the Improvement Plans in writing, or (ii) object to the Improvement Plans and deliver to Grantee written notice of such objection. If Grantor fails to object to the Improvement Plans within that fifteen (15) day period, then the Improvement Plans shall be deemed approved by Grantor. If Grantor objects to the Improvement Plans, then Grantee shall meet with Grantor within fifteen (15) days after

receipt of such objection notice to attempt to resolve the objection and revise the Improvement Plans to address Grantor's objection and then resubmit the Improvement Plans to Grantor for review. The foregoing process shall continue until Grantor approves the Improvement Plans. If Grantor approves the Improvement Plans, then no material modifications to the Improvement Plans shall be made without Grantor's prior written approval. Grantee shall construct all Improvements on the Commercial Property in accordance with the Improvement Plans approved by Grantor. Notwithstanding anything contained herein to the contrary, the rights and obligations of Grantor under this Section 6(b) are, except as set forth below, the exclusive rights and obligations of Grantor. These rights and obligations do not run to the benefit of any other party, except to the extent assigned by Grantor as evidenced by a written assignment recorded in the Office of the Georgia County Register of Deeds.

**7. Permitted Accessory Structures:** Except as otherwise expressly set forth herein, no buildings, structures or improvements of any kind may be located on a Residential Lot other than one residential dwelling and the following permitted accessory structures:

(a) On any Residential Lot on which a detached single-family residence is located, storage and shed outbuildings, including detached garages, workshops, storage and utility buildings, greenhouses and similar buildings, not exceeding the height of the roof of the residence on the Residential Lot. The total square footage contained within all such outbuildings combined shall not exceed 2,000 square feet. All outbuildings shall be permanently affixed to the Residential Lot and shall be covered with the approved exterior materials described in Section 6(a)(iv) above.

(b) Recreational structures, including decking, gazebos, covered patios, playhouses, barbecue pits and similar structures. The total square footage contained within such structures when combined shall not exceed 1,000 square feet in area.

**8. Site Development Requirements:** Each Lot shall be subject to the following specific development requirements:

(a) No portion (or portions) of a Lot greater than 2,000 square feet shall be: (i) denuded of ground cover or topsoil, (ii) graded, (iii) excavated or (iv) covered with earth or other natural or man-made fill material, unless all required building, grading and erosion control permits have been issued by the applicable municipal authorities.

(b) All denuded, graded, excavated or filled areas shall be stabilized and replanted on or before: (i) the 30th day following the initial denuding, grading, excavation, or filling (unless footings and foundations are being installed upon the disturbed area and construction is being diligently and continuously pursued upon such area), or (ii) such time as construction is completed or interrupted for a period of thirty (30) continuous days. In addition to, or in the absence of local or state government regulations on such land disturbance, none of the activities described in (i) through (iv) in Section 8(a) above shall be allowed to commence prior to the proper installation (in accordance with manufacturer's instructions) of construction silt fencing on the lower perimeters of all areas within the Lot to be disturbed, and any other areas which may be impacted by silt runoff from any disturbed areas located on the Lot.

9. **No Claims.** No owner of a Lot or of any Benefited Property (defined below) shall have any claim or cause of action against Grantor or its affiliates arising out of the exercise, or non-exercise, or enforcement, or failure to enforce, or the amendment, release or grant of variance with respect to any covenant, condition, restriction, easement or other right reserved hereunder or referred to herein.

10. **No Delay.** No delay or failure on the part of Grantor to invoke an available remedy with respect to a violation of any restriction contained herein shall be held to be a waiver by Grantor of any right available to it upon the recurrence or continuance of said violation or the occurrence of a different violation.

11. **Rights of Enforcement.** The covenants, conditions and restrictions set forth herein shall run with the title to the Property and shall benefit Grantor and all property ("Benefited Property") owned on the date hereof by Grantor or its subsidiaries located within one thousand feet of any portion of the Property (other than any property located within the FERC boundaries of any lake). If any Lot owner, its heirs, successors, tenants, or assigns shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, Grantor and any subsequent owner of any portion of the Benefited Property may enforce the covenants, conditions and restrictions set forth herein by any remedy available at law or in equity, either to prevent or remediate such violation, or recover damages for such violation, or both. Grantor (but not any other Benefited Property owner) shall have an easement over the Property for the purpose of entering a Lot in order to monitor or enforce compliance with these covenants, conditions and restrictions without court order. The party bringing such action shall be entitled to recover its reasonable attorney's fees and expenses incurred in such proceedings from the person or entity violating or attempting to violate the same. Nothing herein shall be held to impose any restrictions on any other land owned by Grantor, its subsidiaries or affiliates.

12. **Modification, Amendment, Variances.** Grantor hereby reserves the right for itself and its successors or assigns to amend or modify, release, or grant variances with respect to the covenants, conditions, easements and restrictions set forth herein. As used in this Section 12, the term "successors or assigns" shall be limited to Grantor's successors or assigns by merger or consolidation or by written agreement.

13. **Reserved Easement.** Grantor hereby reserves unto itself and any successors in title, (i) a ten foot wide easement extending into the Property from and along each boundary line of the Property for the installation and maintenance of utility lines, drainage ditches or facilities, or any other related improvements that may be required by Grantor or its successors or assigns; and (ii) a fifteen (15) foot wide easement extending into the Property from and along any public or private road rights-of-way for the installation and maintenance of utility lines, drainage ditches or facilities, or any other related improvements that may be required by Grantor or its successors or assigns.

14. **Subdivision.** The Property may be subdivided to the extent permitted by applicable laws and regulations.

15. No Modular or Mobile Homes. No mobile, manufactured or modular home or structure having the characteristics or appearance of a mobile, modular or manufactured home, including, without limitation, any mobile, modular or manufactured home as defined by the building codes or other applicable laws of the state in which the Property is located, shall be located upon the Property.

SCHEDULE 3

Keewee Community Development Standards

See attached

KEOWEE



RIVER

COMMUNITY

DEVELOPMENT  
STANDARDS

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## DEVELOPMENT STANDARDS

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### 1.1 Purpose

The purpose of the Keowee River Community Development Standards (the "Standards" or "Development Standards") is to establish minimum standards for design and construction of land development projects and related infrastructure within the Keowee River Community. The Keowee River Community is comprised of approximately 775.7 acres and is more particularly described on Appendix A attached hereto. The Standards are intended to protect and promote the general welfare of all residents and members of the community who live and visit the Keowee River Community by providing quality infrastructure and development through:

- Livable neighborhoods with pedestrian oriented design concepts.
- Responsibly managed quality development.
- Incorporate green technologies throughout the development.
- Provide a facility that is inclusive for all members of the community.
- Provide an integrated community of commercial districts and residential neighborhoods.
- Promote an active living lifestyle and outdoor recreation.

These Standards are being created by the Keowee River Preservation Group, LLC, a South Carolina limited liability company ("Developer") and approved by Oconee County, South Carolina, acting by and through its County Council, to provide the best practical design for site development activities within the Keowee River Community and to promote functional and sustainable low impact initiatives.

### 1.2 Objective

The major objective of the Development Standards for the Keowee River Community is to provide sound, responsible infrastructure satisfying federal and state requirements while allowing the development of the Keowee River Community to maintain its character and natural beauty. The goals of the Development Standards are:

- Design/construction of safe and durable streets, driveways and parking lots.
- Design/construction of durable wastewater systems with respect to design life, capacity, and pollution mitigation.
- Design/construction of storm water drainage systems to reduce flooding and other drainage problems.
- Reduction and control of stormwater pollution through sound design features.
- Properly planned and installed measures for erosion prevention and sediment control.
- Complete plans for the Keowee River Community ensuring grading, sediment and erosion control and utility issues are properly addressed.



- Maintain the natural character and beauty of the site by utilizing the existing beauty on site wherever possible.
- Encourage the incorporation of green technologies.
- Encourage the integration of commercial districts with residential neighborhoods.
- Encourage landscape plantings in commercial districts as well as residential neighborhoods to further enhance the development of the Keowee River Community.

### 1.3 Scope

The scope of the Development Standards for the Keowee River Community includes procedures and criteria for the design and evaluation of wastewater and stormwater utility, streets, land development plans, green technologies and related infrastructure.

The Development Standards for the Keowee River Community is not intended as a textbook or a comprehensive engineering design reference. Most types of engineering calculations are not explained or defined either due to the very complex nature of the subject matter or the fact that the design equations and methods are well-known to most competent practicing engineers who claim expertise in the area of land development.

The Keowee River Community will meet the standards defined by federal and state requirements; the Standards follow sound, responsible, and current engineering practice; the use of the Standards will expedite the review process; and the Standards establish a standard of responsibility, clarity, and professionalism to be incorporated into all design. However, these Standards are not intended to replace the judgment of the design professional that must thoroughly investigate field conditions and coordinate all design efforts.

### 1.4 Design Flexibility

The intent of the Development Standards is to ensure that minimum requirements are met with respect to development of the Keowee River Community. These minimum requirements shall be enforced in a fair and impartial manner based upon sound engineering judgment and the objectives described herein. The Development Standards are presented with the realization that every case will not be covered. Unique conditions may preclude the practical application of the Standards details and/or design criteria. Moreover, new technology, products, and techniques are encouraged and may be specified by the design engineer. The design professional, along with the Developer, development team, and contractor, are strongly encouraged to schedule a pre-design/pre-permit conference to discuss the project scope, permitting requirements and site objectives.

### 1.5 Land Development Design Objectives

Design objectives for the Keowee River Community must include:

1. Safe and functional design of roads, streets, driveways, and parking lots.
2. Safe and functional design of sidewalks, walkways, trails and other pedestrian routes.
3. Safe and functional design of stormwater inlets, culverts, pipes, open channels, and other conveyance.
4. Minimize flooding, interruptions of utility service, traffic inconvenience and potential water damage to residences and businesses.
5. Minimize the amount of public expenditures needed for maintenance of streets, wastewater systems, and storm water facilities.
6. Minimize the amount of public expenditures needed for flood control projects and flood relief efforts.
7. Promote appropriate design life of wastewater systems and mitigate exfiltration and infiltration of the system.
8. Preservation of trees, woods, natural meadows and other green spaces where practical.
9. Protect and enhance streams, wetlands, waterways and rivers for wildlife and plants by reducing storm water pollution, erosion and negative storm water impacts.
10. Promote development of recreational facilities and design aesthetics along streams, waterways, wooded areas and other greenways to benefit local neighborhoods.
11. Promote sustainability and low-impact development initiatives.

### 1.6 Engineering Design Accountability

The Development Standards for the Keowee River Community has been developed to provide information to assist in the design and layout for the development of the Keowee River Community. The Standards do not replace or otherwise excuse the need for professional engineering judgment and knowledge but rather are prepared and adopted to work with design engineers to incorporate concepts into the development of the Keowee River Community that would not normally be utilized in a standard development project, such as green technologies. The Developer will work with the design engineer on specific aspects of detailed design and interject ideas specific to the development of the Keowee River Community. The Developer and Developer's development team will review plans for the development of various components of the Keowee River Community to ensure that the following items are being considered:

- Public health and safety.
- Site-specific conditions or unusual features of a project site that warrant special designs.



- Current versions of design texts, manuals, technical documents and research.

All plans and supporting documents must be sealed by a design professional, e.g. professional engineer, registered in the state of South Carolina. Plan documents include site plans, applicable details, calculations, construction specifications and other necessary technical documents.

Storm water design criteria should be based upon current scientific knowledge and engineering judgment. It should be realized that flooding may occur at any time due to any number of factors beyond the reasonable control of the Developer, such as greater amounts of precipitation or different rainfall patterns than used to design storms, wet soil conditions, debris or blockage of key storm water channels, high groundwater tables, etc.

#### 1.7 Future Changes and Revisions

The Development Standards for the Keowee River Community may be periodically updated as necessary to provide additional clarity or to reflect changes generally recognized as best practice in the appropriate professional and trade industries. The Developer will be responsible for amendments and revisions. Technical revisions and corrections to these Standards shall be made as necessary in accordance with good engineering standards and practices. Technical revisions require the approval of the Developer in accordance to recommendation by the Developer's engineer. If technical revisions are deemed necessary, the revisions may occur through either planned periodic revision or an accelerated process when it is determined that an immediate revision is necessary.

#### 1.8 Language and Interpretation of Text

The following language rules are applicable to the Development Standards:

1. The imperative case is always mandatory. The words "shall" and "must" are always mandatory. These actions must be performed unless sufficient engineering justification is submitted to Developer and the Developer's design engineer for approval.
2. The words "should" and "recommend" indicate an action that is highly recommended under most conditions. The words "may" and "suggest" indicate an allowable action or choice that is usually beneficial in meeting the minimum development requirements.
3. Use of the singular or plural case of a noun will not affect the applicability of this manual, or any other law, regulation, or Standards, unless the context of the sentence specifically indicates that the singular/plural case affects the intended use or function on a scientific or engineering basis. The use of a singular or plural noun does not necessarily indicate whether to design or construct a single unit or multiple units.

## Section 2: Roadway Regulations

### 2.1 Purpose of Roadway Regulations

The purpose of roadway regulations is to help define the minimum design standards for proposed Driveways, Private Drives, and Private Roads for the Keowee River Community. Details are included in Appendix B. In all cases not covered under these criteria, American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways & Streets" latest edition shall apply.

### 2.2 Private Road Standards for Keowee River Community

All roads are to be private and shall be owned and maintained by the Developer or its successors or assignee. Private Roads located in the Keowee River Community shall conform to the following standards:

#### Road Geometric Criteria

1. Minimum pavement and shoulder width shall be as shown on the roadway details in Appendix B.
2. All road right-of-ways will be determined by Developer and vary based on final layout and design of each phase to minimize impact to adjacent land. Minimum right-of-way to be 30 feet.
3. Road grades for private residential roadways shall be no less than 0.5% and the maximum shall not be more than 17%. The location of all slopes exceeding 12% shall be reviewed with the Fire Marshall.
4. Road grades for commercial roadways shall be no less than 1% and the maximum shall not be more than 10%.
5. Clearing and Stabilization of Street Rights-of-Ways. When a road is proposed, all trees, brush, stumps, rocks, or other debris shall be cleared from the right-of-way, except where said items are to be preserved as designated by the Developer.
6. If the Developer proposes a planted median island, the median shall be centered in the right-of-way. The right-of-way may vary as needed depending on the median design. Sufficient spacing between the edge-of-pavement and right-of-way shall remain to allow utility access and placement. The Developer or its successors and assignee, subject to reimbursement by residents of the Keowee River Community, shall be responsible for maintaining any median vegetation. All planted medians shall be drained and maintained by methods developed by a qualified consultant.
7. Exits for surface water will be at the design engineer's discretion. Curb basins, curb cuts, and drainage ditches are adequate means for collecting and discharging surface runoff. Sheet flow will be utilized when possible.
8. Provide access to lots, town home parking lots, villa parking lots, dwellings, commercial lots as needed.

9. **Dead End Streets and Cul-De-Sacs.** Streets that dead end shall terminate in a cul-de-sac (details in Appendix B), unless otherwise approved by fire officials. Dead end streets without turnarounds are prohibited. All unpaved islands located within perimeters of a cul-de-sac will ideally be centered within the right-of-way, curbed and properly drained. Medians may be shaped as needed to best suit the conditions of the roadways in the development. If curbing is not utilized, a 12" concrete ring must be placed around the median island. Asphalt cannot be placed to islands edge. The area utilized by any unpaved island shall not be considered part of the minimum area needed to meet the required dimensions for the cul-de-sac or right-of-way and shall be governed by the same Standards for planted median islands, as set forth in this article.
10. Have an appropriate encroachment permit from either the county or the South Carolina Department of Transportation, as needed.
11. Roundabouts are a successful proven form of traffic control as an alternative to the more conventional intersection control methods. The basic geometric design guidelines for typical roundabouts include the central island of a roundabout and are surrounded by the circulating 1 way roadway. One-way roadways are to have a minimum width 15' for residential roadways. The size of the central island is determined principally by the space available and the need to obtain sufficient deflection to control through vehicle speed, while providing adequate radii for required turning movements.
12. Minimum centerline radius shall be 125 feet for residential roads and 150 feet for commercial roads.
13. **Vertical (crest-sag) Curves.** Changes in vertical grade shall be connected by vertical curves of minimum length equal to 20 times the sum of both approaching grades stated in percent of grade (min K value = 20). Example: A five percent slope upward meeting a four percent slope downward requires a curve length of  $9 \times 20 = 180$  feet.
14. Be named in accordance with adopted E-911 Addressing regulations and procedures.
15. Meet all applicable storm water management and sediment control regulations.
16. Comply with all current fire regulations and codes. When private drives enter access into parking lot areas, fire lanes may be designated in parking lots to provide the necessary space for fire trucks parking.
17. Parcel boundaries do extend to right of way line. In areas where private drives cross public right of ways, the Developer or its successors or assigns will be responsible for maintenance of these drives in public right of way areas.
18. Stopping distance on vertical curves, horizontal curves, or normal intersections shall be recommended at the discretion of the design engineer for the project.
  - a. The sight distance shall be measured from a seeing height of 3 1/2 feet, offset 15 feet from edge of road, to an object 4 1/4 feet in height above the grade of the public road, as stated in SCDOT's 1996 Access and Roadside Management manual.
  - b. Minimum sight distance at intersections shall provide a clear sight triangle. The right-of-way shall be clear of obstacles to enable the minimum sight distance



- required, as determined by the speed limit of the road being accessed increases. The necessary right-of-way in either direction shall be entered upon the final plat prior to recording. Modifications may be required by the Design Engineer in order to insure safety.
19. Roads shall be designed to intersect as nearly as possible at right angles. In no case shall the angle of intersection be less than 90 degrees. Minimum radius of curb or pavement edge at intersections shall be at least 25 feet.
  20. Proposed intersections on one side of a road shall coincide with existing or proposed intersections on the opposite side. Minimum centerline offset for intersections on the opposite side of a road shall be 100 feet. The Developer reserves the right to grant variances for centerline separation on an as needed basis depending on site conditions.
  21. In cases where utilities cannot be placed in right of way, adequate utility easements will be provided as needed by utility providers.
  22. Sidewalks/trails will be allowed in the right of way at the discretion of the Developer or his successors or assigns. Sidewalk/trail material and placement will be determined on an as needed basis. The sidewalks will be maintained by the Developer or his successors and assigns, subject to reimbursement by residents and individual lot owners of the Keewee River Community.
  23. Bridges/Culverts: Bridges/culverts in right-of-ways shall meet current AASHTO standards. All bridges/culverts over which a private drive crosses a perennial stream must include appropriate signage located at each end of the bridge/culvert displaying the structure's weight limits.
  24. Alternate surface materials, including, but not limited to cobblestone, concrete pavers, etc. may be utilized in lieu of asphalt surfacing. The Developer also reserves the right to utilize other alternate surface treatments on an as needed basis.
  25. Parking shall be allowed directly adjacent to private roads as shown on the Roadside Parking Detail, page B-6.

### 2.3 Private Driveways

Private driveways shall serve up to 10 residential dwellings. Private driveways provide access to residential properties where the street is designed with a narrow width to provide limited on street parking, or where private driveway access development is desired to increase residential densities. Private driveways may also provide delivery access or alternate parking access to commercial properties. Easements for utilities will be provided as needed. Easement location, dimensions will be noted on plans. Private driveways are to be owned and maintained by property owners served and can vary in width from two 8-foot lanes for two-way traffic or one 12-foot lane for one-way traffic. Private driveways that exceed 150 feet in length shall require a minimum 20-foot wide stone base centered under the pavement to support fire vehicle access. Base can be covered with pavers or grass outside pavement width.



#### 2.4 Private Drives

Private drives shall serve greater than 10 residential dwellings. Private drives shall have an appropriately executed private drive easement. Easements for utilities will be provided as needed. Easement location, dimensions will be noted on plans, recorded surveys or recorded plats. Private drives are to be owned and maintained by property owners served and can vary in width from two 9 feet lanes for two-way traffic or one 15 foot lane for one-way traffic. See Appendix B for design details for private drives. Private drives that exceed 150 feet in length shall require a minimum 20 foot wide stone base centered under the pavement to support fire vehicle access. Base can be covered with pavers or grass outside pavement width.

#### 2.5 Road Names

If a proposed roadway in the Kenowee River Community will be an extension of an existing named road the road extension shall bear the name of the existing road. Except for the above, in no case shall the name of a proposed private drive, driveway, road or public roadway road duplicate or be phonetically similar to an existing road name, irrespective of the use of suffix (road, avenue, boulevard, drive, place, court, lane, etc.). All new private drives, driveways, roads or public roadways in the Kenowee River Community will be required to provide names to Council E-911 Addressing Office and will be required to obtain approval prior to having a final plat produced.

#### 2.6 Road Construction

In general, all roads shall be constructed in accordance with the SCDOT "Standards Specifications for Highway Construction" (latest edition) as it related to earthwork, bases/sub-bases, paved surfaces, etc. The following requirements shall also apply:

1. Compaction of the aggregate shall comply with the Standards set forth in Section 2.7 of these Standards.
2. Paved roadways in the Kenowee River Community shall conform to the standards defined in Appendix B.
3. When possible, the entire right-of-way area shall be cleared of all stumps, roots, brush, and other objectionable materials prior to grading roads. It is the discretion of the Developer to limit clearing in right-of-way to roadway if existing vegetation is to remain in the right of way for landscaping purposes. When possible, tree stumps and other vegetation shall be removed to a depth of two feet below the sub-grade. Rock, when encountered, shall be scarified to a minimum depth of three inches below sub-grade.
4. All debris and other material deemed unsuitable shall be removed before placement of dirt or soil is placed in fills for the subgrade. Unsuitable materials include: organic matter, unstable soil, trash, large stones, or other items that prevent the soil from being properly compacted.

5. All fill lifts shall be formed by placing and spreading the material in successive, uniform, horizontal layers of not more than six inches in depth for the full width of the cross section and shall be kept level by the use of approved equipment. Prior to each subsequent layer the compacted layer shall be scarified before placing fill. It is recommended that compaction tests be performed at the completion of any six-inch lifts being made. Each level will be compacted to a 95 percent greater.
6. Suitable material shall be placed in the embankment for the formation, compaction, and shaping of all embankments, subgrades, shoulders, slopes, interconnections, approaches and private entrances in conformance to the typical cross section shown on the approved road construction plan.
7. When an embankment is to be on a hillside or against an existing embankment sloping more than 20 degrees from the horizontal, the slope of the hillside or existing embankment shall be plowed deeply or cut into steps before filling is commenced. All embankments shall be formed by placing and spreading the material in successive, uniform, horizontal layers of not more than six inches in depth for the full width of the cross section and shall be kept level by the use of approved equipment.
8. All pipe culverts shall consist of the following materials:
  - a. Reinforced concrete conforming to the requirements of American Association of State Highway Officials (AASHTO) M170 Class 3 pipe.
  - b. High density polyethylene (HDPE) corrugated with a smooth interior pipe conforming to the requirements of American Association of State Highway Officials (AASHTO) M254M, Type 3 pipe. All pipe culverts shall be of sufficient size to adequately insure proper drainage. Culvert analysis will be performed by a professional engineer licensed by the State of South Carolina. Culvert analysis will be performed as defined in Sections 2.10 and 2.13 of these Standards. Rip-rap shall be securely installed over an approved silt barrier to the height of the high water mark around the end of all pipe culverts.
9. In the event that the crossing of a watercourse necessitates the use of a bridge, the bridge materials, span, location shall be at the discretion of the Developer.
10. All drainage inlets and outlets not accessible from the road right-of-way must include a permanent easement allowing the county access to the adjacent property needed to perform necessary maintenance work. A designated 20' drainage easement will be provided as needed around inlet/outlet locations, discharge locations and drainage ways and shall be shown on any applicable recorded surveys and recorded plats.

### 2.7 Road Compaction and Testing

Compaction of sub-grade and base courses shall conform to the applicable sections of the latest published edition of the South Carolina Highway Department Standards Specifications for Highway Construction. A loaded (minimum of 60,000 lbs. gross weight) random roll test of the sub-base shall be performed. Compaction tests may be



## DEVELOPMENT STANDARDS

directed by the design engineer or his designated representative during an intermediate six-inch lift. A loaded (minimum of 50,000 lbs. gross weight) tandem roll test will also be performed upon setup of the base material prior to paving the road. Any sub-standard materials will be replaced and retested as directed by the Design Engineer or his designated representative. Upon completion of a road, all fills shall be protected by either seeding or rip-rap. All fills of 2:1 or steeper shall be protected by rip-rap. Shoulders and other disturbed soil along the entire cleared area of the right-of-way shall be seeded in such a manner as to ensure uniform sod.

### 2.8 Road Inspections

All required improvements shall be inspected by the Developer's Engineer at various stages of construction. The Developer's Engineer shall make a final inspection upon completion of construction and shall report the results of the final inspection in writing to the applicant's engineer. The applicant's engineer shall certify to the Developer's Engineer, after the final inspection and report thereon are made, that the required improvements were made in accordance with the Development Standards and all approved plans.

The costs of inspection, including compensation of the Developer's Engineer shall be paid by the applicant prior to the issuance of the certificate of completion. The Developer's Engineer shall establish and determine the costs of inspection. If the applicant does not directly pay the costs of inspection, the certification of completion will be held.

Inspections by the Developer's Engineer shall be required for the following:

- At the completion of clearing and grubbing operations.
- At the completion of rough grading.
- At the completion of all utility construction along road right-of-way (including but not limited to water, sewer, electrical).
- At the completion of sub-grade.
- After installation and compaction of base course.
- During all pavement applications.
- Final acceptance inspection.

### 2.9 Financial Responsibility for Maintenance

Following certification of completion by a licensed professional engineer of any road constructed in the Keowee River Community in accordance with the Standards, the Developer or its successors and assigns shall be financially responsible for all maintenance necessary due to deficiencies resulting from initial construction for a period of three years. The Developer shall post a bond or a letter of credit for the estimated cost of maintaining the road for three years from the date of acceptance. The Design Engineer shall determine the amount of the bond or letter of credit. The bond or letter of credit shall expire after three years from the date of acceptance of the road, or in the case of a

subdivision road, after a build out of 70 percent of the subdivision, whichever occurs first. In order to facilitate the acceptance process, once a road has been substantially completed the Developer may request a written punch list from the Design Engineer. The punch list will note the items that must be completed prior to being deemed complete by the Design Engineer.

### 2.10 Road Swales and Channels

All roadway ditches and channels shall be designed to contain, at minimum, a peak flow from a 10-year frequency storm. All roadway ditches and channels shall be designed so that the velocity of flow expected from a 10-year frequency storm shall not exceed the permissible velocities for the type of lining used. Rip-rap shall be placed for steps in road drainage swales as instructed by the design engineer. Swales shall be stabilized against erosion as determined by Design Engineer. Road swales shall be installed at a maximum depth of three feet and be designed to enable mowing by adjoining property owners.

### 2.11 Roadside drainage

Roads may be constructed with drainage swales sloped at a 12:1 slope. Where road grade exceeds ten percent, curb and gutter, paved drainage swales, or rip rap swales shall be provided. Curb and gutter may be roll type or Standards 90 degree curb.

### 2.12 Temperature and Weather Restriction on Asphalt Paving Work

No hot mix asphalt surfacing work shall be performed on wet surface, or when the temperature is below 45 degrees Fahrenheit in the shade and falling, or when weather conditions are otherwise unfavorable. The mixture shall be delivered to the spreader at a temperature between 225°F and 325°F and, except for sand asphalt mixture for base course construction, within 30°F of the temperature at the plant.

### 2.13 Drainage Structures

1. Cross line pipes shall be designed to carry runoff from a 25-year, 24-hour design storm and shall be in accordance with Section 2.7.8. The design shall be determined using Standards methods and runoff data. In no event shall a pipe less than 15 inches in diameter be permitted. Cross line pipes or structures along waters of the State shall be designed to pass a 100-year, 24-hour design storm.
2. Concrete culverts must conform to South Carolina Highway Department requirements. HDPE double wall corrugated with a smooth interior pipe conforming to the requirements of American Association of State Highway Officials (AASHTO) M294M, Type S pipe or an approved equivalent shall be accepted where sufficient fill over the pipe is provided. No corrugated metal pipes shall be accepted. No culvert shall be less than 15 inches in diameter.
3. All pipes shall be laid in a trench unless approved at the discretion of the design engineer prior to construction. All trenches shall be excavated so as to allow for

- safe and proper installation. All backfill work shall comply with Standards specified by the pipe manufacturer; however, in no case shall backfill covering a culvert be less than ten inches deep (pavement and/or base thickness shall not be considered part of this required minimum depth). All fill shall be compacted to 95 percent of Standards proctor test in the top foot of fill.
4. The joining of sections of culvert shall be done in a workmanlike manner in accordance with the Standards practice recommended by the manufacturer of the culvert being used.
  5. The ends of all pipe culverts shall be properly protected to prevent piping, erosion and scour. Placement of filter fabric and rip-rap shall be considered minimum treatment. End treatments shall be approved by the Design Engineer and shown on the plans.
  6. All cross line drainage culverts shall be located in natural drainage areas or depressions, and shall terminate in a dedicated drainage easement no less than 20 feet wide.
  7. Junction boxes of an approved type will be constructed at all points where the line of pipe changes course or direction ten degrees or more and at proper intervals along the line of pipe.
  8. A means of access to inlet and outlet points of drainage structures and appurtenances must be provided and shown on the plans.
  9. When possible, green technologies for water quality should be utilized. See Section 4 for further detail.

#### 2.14 Regulating the use of Roadways in Keowee River

Any person, entity or ability that engages in an activity which causes damage to roadways inside the Keowee River Community will be responsible for repairing said road or road structure to SCDOT Standards specifications for highway construction. This excludes normal wear and tear to a road caused by normal use of said road.

Any person driving, operating or moving any vehicle, object or contrivance upon any roadways inside the Keowee River Community or road structure inside Keowee River Community shall be liable for any damage which road or structure may sustain as a result of dragging, scraping, breaking or any other damage done to said road or structure. Any such persons will also be liable to the Developer and any other property owner(s) of the Keowee River Community for the cost of such injury or damage.

Any person making unauthorized modifications to roadways inside the Keowee River Community or road structure roadways inside the Keowee River Community shall be responsible for the costs of returning the road or structure to its original condition.



### Section 3: Water Quality and Green Technologies

#### 3.1 Purpose

The purpose of this Section 3 of the Development Standards is to define post-construction storm water Best Management Practices (BMP's) technologies and techniques that will be encouraged on site at Koo-wee River Community.

#### 3.2 Water Quality BMP Design Standards

The intent of water quality control proposed on site at Koo-wee River Community is to reduce the impacts of the development on the water quality of receiving downstream water bodies. BMP's proposed for the development are to work in tandem to ensure that post construction runoff generated by the development will meet the minimum requirements as defined by state regulations.

#### 3.3 Non-Structural Controls

Non-structural BMP's include such practices as minimizing impervious area for site development, providing vegetative buffers along all streams and waterways, promoting annual infiltration of runoff before it enters a receiving stream, pollution prevention practices such as regular sweeping of parking lots, and public environmental outreach programs.

Non-structural Low Impact Development Controls may consist of the following:

- Vegetated Conveyance Systems
- Stream Buffers
- Disconnected Rooftop Drainage to Pervious Areas
- Cluster Development
- Natural Infiltration

#### 3.4 Structural Controls

Structural Controls can be utilized with a wide variety of land uses and development types. Structural Controls have the ability to effectively treat storm water runoff volume to reduce the amounts of pollutants discharged to downstream systems. Structural controls are recommended for limited use for special site or design conditions.

Structural Controls may consist of the following:

- Storm Water Wetlands
- Stormwater Areas
- Infiltration Trenches
- Enhanced Grassed Swales
- Pre-Fabricated Control Devices



## DEVELOPMENT STANDARDS

- Vegetated Filter Strips (VFS)
- Grass Paving and Porous Paving Surfaces

It is recommended that structural controls be utilized with other BMP's (Structural and Non-Structural) to help achieve the necessary water quality levels defined by the state.





## **Section 4: Setbacks, Buffers and Building Height Standards**

### **4.1 Purpose**

The purpose of this section of the Development Standards is to ensure protection of scenic resources such as lakes, streams and rivers along with wooded areas while allowing the developer to locate buildings and home sites as needed in the development.

All setbacks and buffers will be determined on an as-needed basis by the Developer.

### **4.2 Building Height Standards**

Residential buildings shall not exceed sixty-five (65) feet in height as measured from ground level ("ground level" being the level of the ground directly beneath the part of the structure being measured).



Section 5: Speed Limit

5.1 Purpose

The purpose of this section of the Development Standards is to define the minimum and maximum speed limit for all roadways in Keowee River Community.

5.2 Minimum and Maximum Design Speed Limit

Design speed limits in Keowee River Community will be set at a maximum of 25 MPH.

Appendix A

Legal Description of  
Keowee River  
Community

APPENDIX A

All references to recording information shall refer to documents that were recorded in the Office of the Clerk of Court for the county in which the Property is located.

All that certain tract of land located in Oconee County, Georgia, designated as "775.70 Ac." on plat recorded in Plat Book B245, Pages 1 and 2 ("Plat"), AND BEING all or a portion of the land conveyed to Crescent Land & Timber Corp. (presently known as Crescent Resources, L.P.C.) by deed from Albany Mills (K-777) recorded in Deed Book 10X, Page 43; by deed to S. C. Land & Timber Corp. (presently known as Crescent Resources, LLC) from Ralph Phillips, et al (K-7) recorded in Deed Book 91, Page 303; by deed to Crescent Land & Timber Corp. from Charles A. Burton, et al (K-988) recorded in Deed Book 115, Page 291; by deed to Crescent Land & Timber Corp. from Burton and Williams (K-989) recorded in Deed Book 118, Page 33; and by deed to Crescent Land & Timber Corp. from Weynon Hughes (K-991) recorded in Deed Book 110, Page 326.

Tax Parcel Nos.: 151-00-01-001, 150-00-01-001 and 500 165-00-01-001A

FILED FOR RECORD  
OF OCEAN COUNTY, N.J.  
AS SET BY RESOL  
JUN 10 2011 9 19 AM

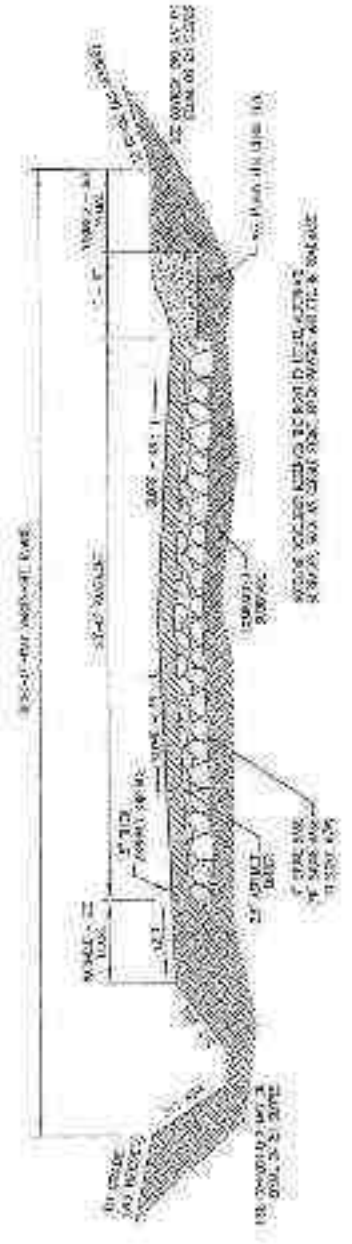
**Appendix B**  
**Standard Details**



**8" STANDARD GUTTER AND GUTTER DETAIL**  
80% TO SCALE



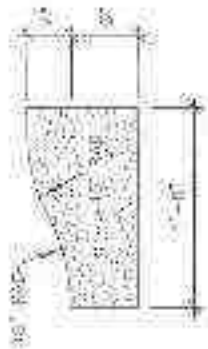
**DIAMOND FORM TYPE CURB DETAIL**  
80% TO SCALE



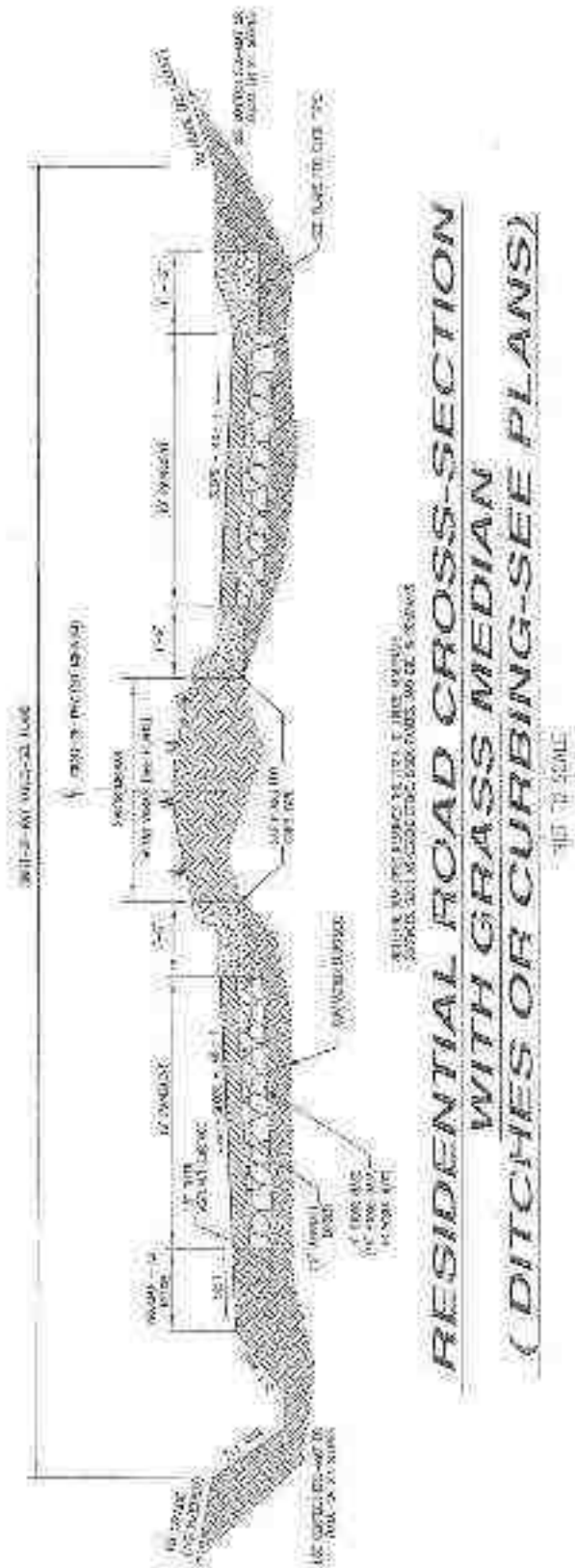
**RESIDENTIAL ROAD CROSS-SECTION (DITCHES OR CURBING-SEE PLANS)**  
80% TO SCALE



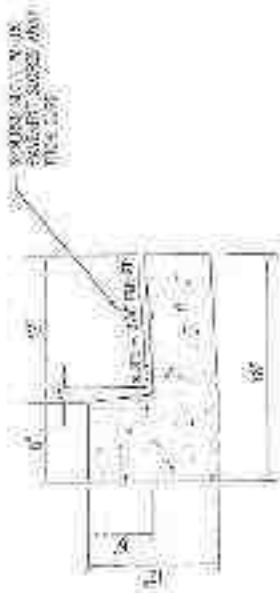
**STANDARD CURB AND GUTTER DETAIL**  
1/2" = 1'-0"



**BALL TYPE CURB DETAIL**  
1/2" = 1'-0"



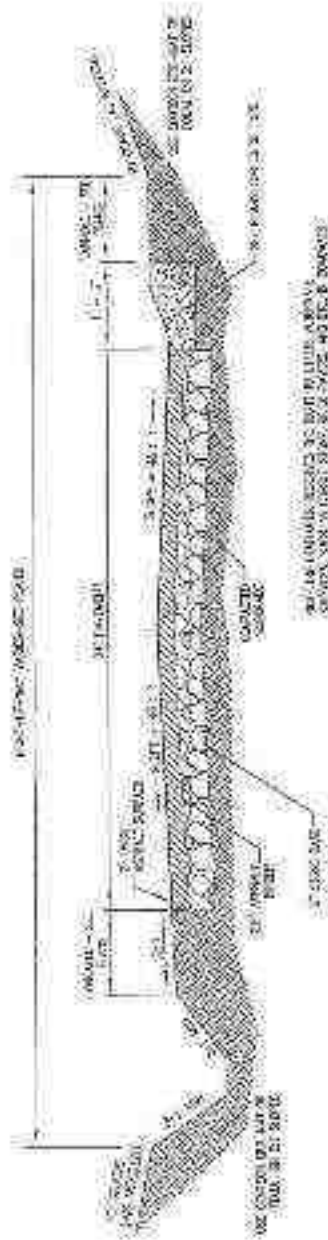
**RESIDENTIAL ROAD CROSS-SECTION WITH GRASS MEDIAN (DITCHES OR CURBING-SEE PLANS)**  
1/2" = 1'-0"



**6" STANDARD CURB AND GUTTER DETAIL**  
 DET. 8-204E



**MIAMI FICTILE TYPE CURB DETAIL**  
 DET. 8-204F



**COMMERCIAL ROAD CROSS-SECTION (DITCHES ON CURBING-SEE PLANS)**  
 DET. 8-204G

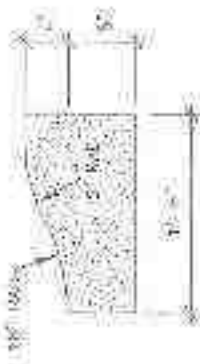
B-6

LAST REVISION 1-10-16

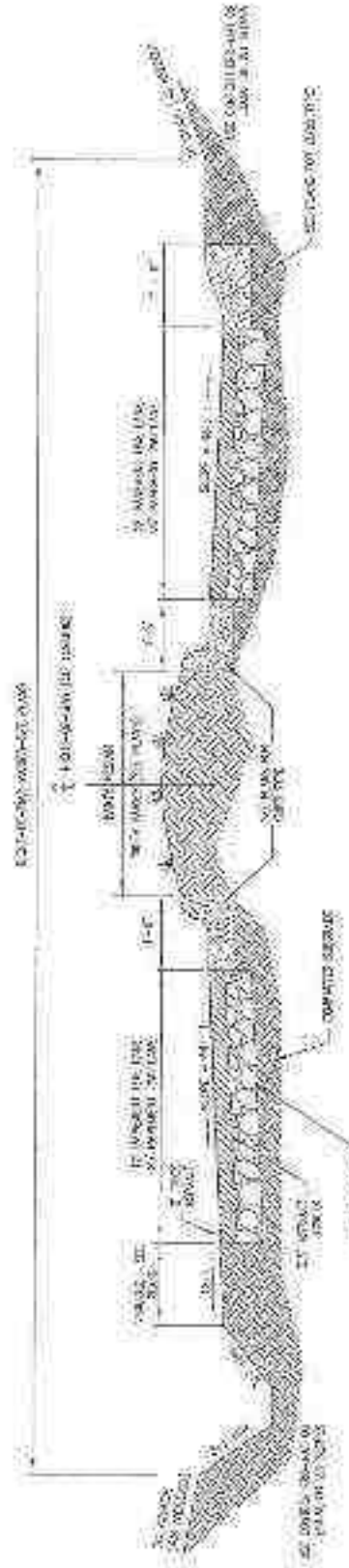




**6" STANDARD CURB AND GUTTER DETAIL**  
 (BY P. 205)



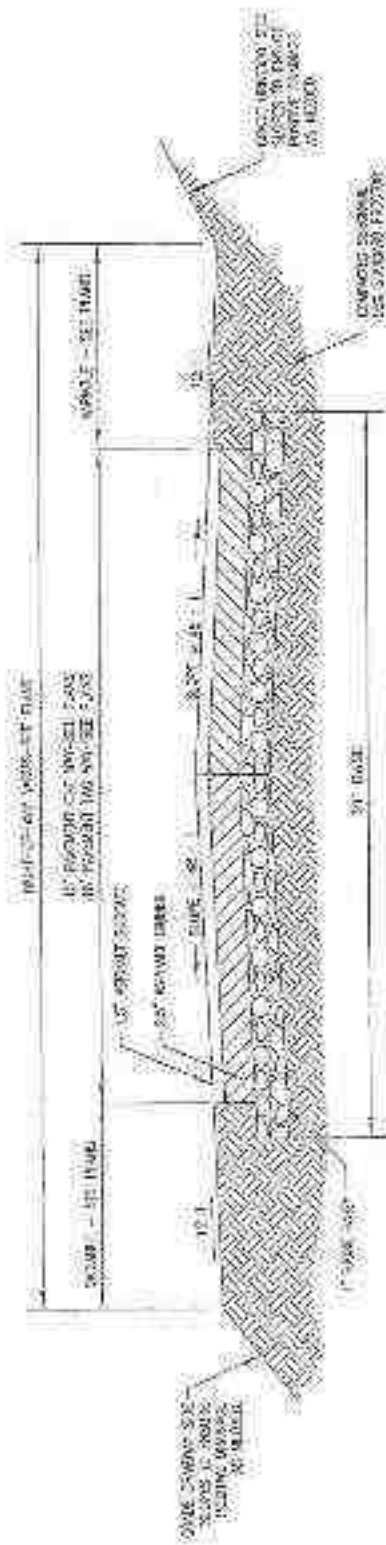
**MIAMI TOLL TYPE CURB DETAIL**  
 (BY P. 205)



**COMMERCIAL ROAD CROSS-SECTION WITH GRASS MEDIAN (DITCHES OR CURBING-SEE PLANS)**  
 (BY P. 205)

B-A

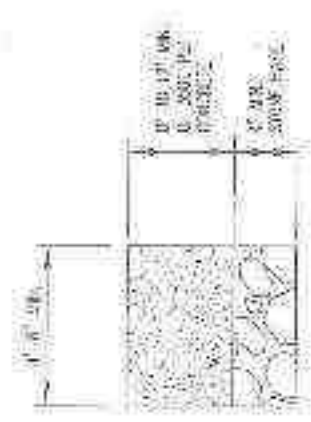
LAST REVISION: 10-10-10



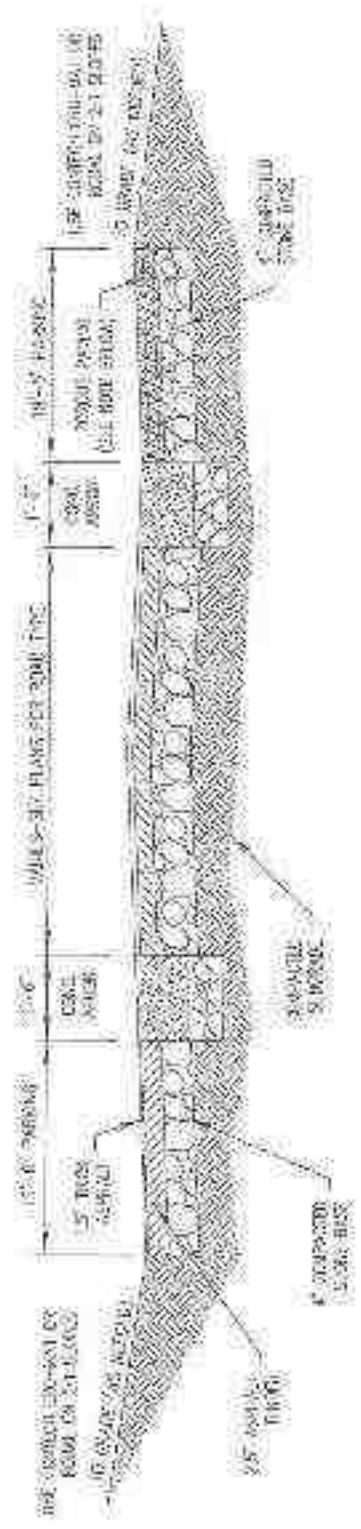
NOTE: GENERAL DIMENSIONS ARE SHOWN TO INDICATE THE POSITION OF THE LAYERS. THE ACTUAL DIMENSIONS SHOULD BE CHECKED AGAINST THE ORIGINAL DRAWINGS AND THE CONTRACT SPECIFICATIONS.

**PRIVATE (1-WAY OR 2-WAY) DRIVE**

(NOT TO SCALE)



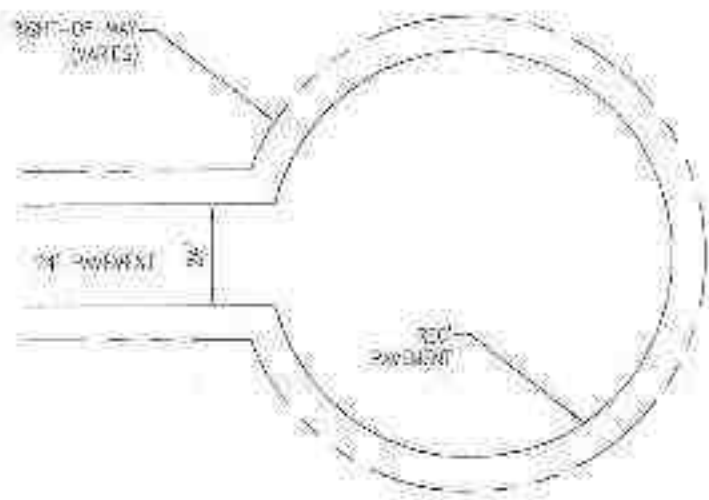
CONCRETE CURB TO BE FINISHED WITH POLISHED / GLOSS / OR TO BE  
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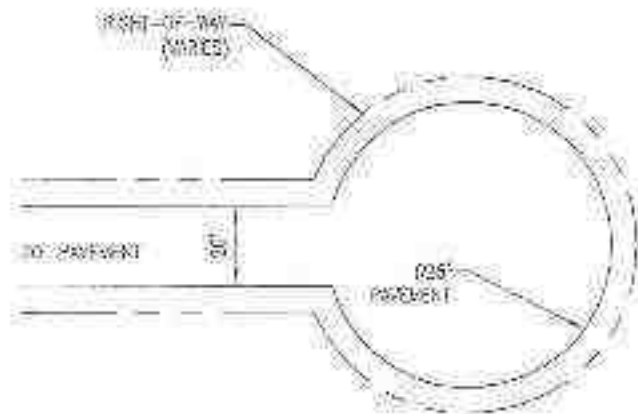
NOTE: ALL DIMENSIONS UNLESS OTHERWISE NOTED TO BE IN FEET AND INCHES. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED TO BE OTHERWISE. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED TO BE OTHERWISE. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED TO BE OTHERWISE.

# ROADSIDE PARKING DETAIL

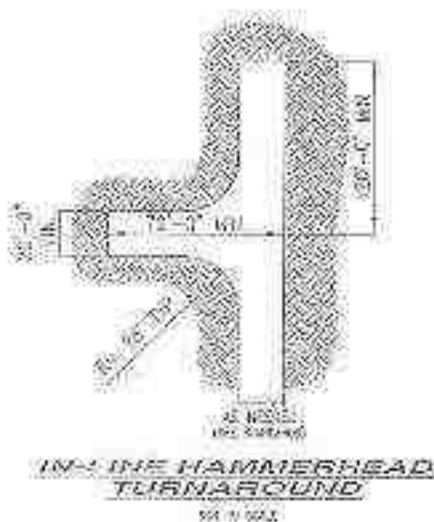
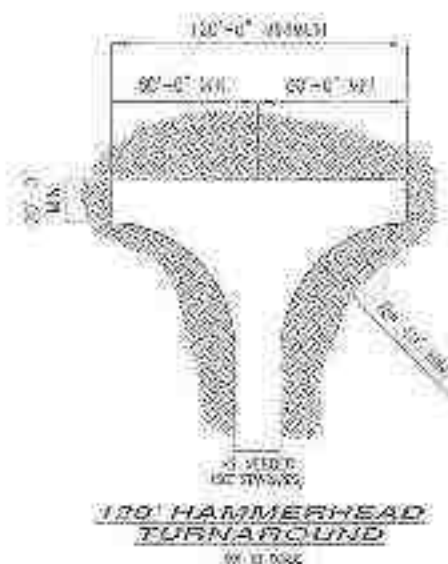
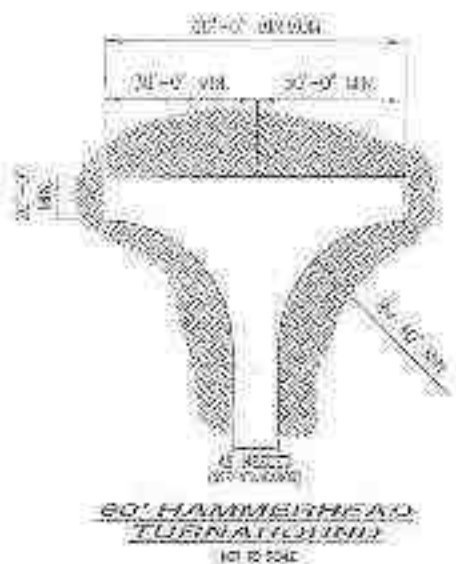
NOT TO SCALE

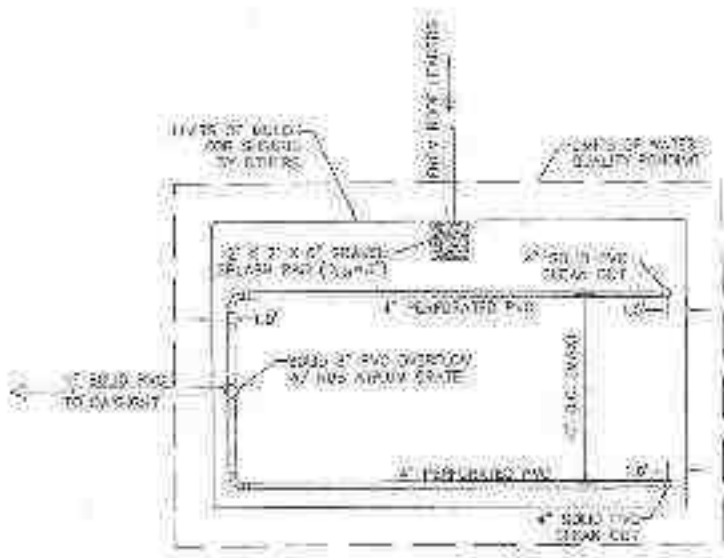


**COMMERCIAL CUL-DE-SAC**  
 10' TO 20'

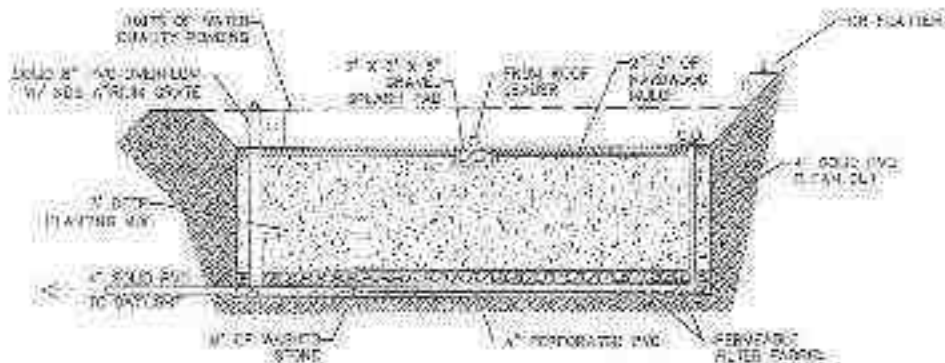


**RESIDENTIAL CUL-DE-SAC**  
 10' TO 20'





PLAN



SECTION

NOTES:

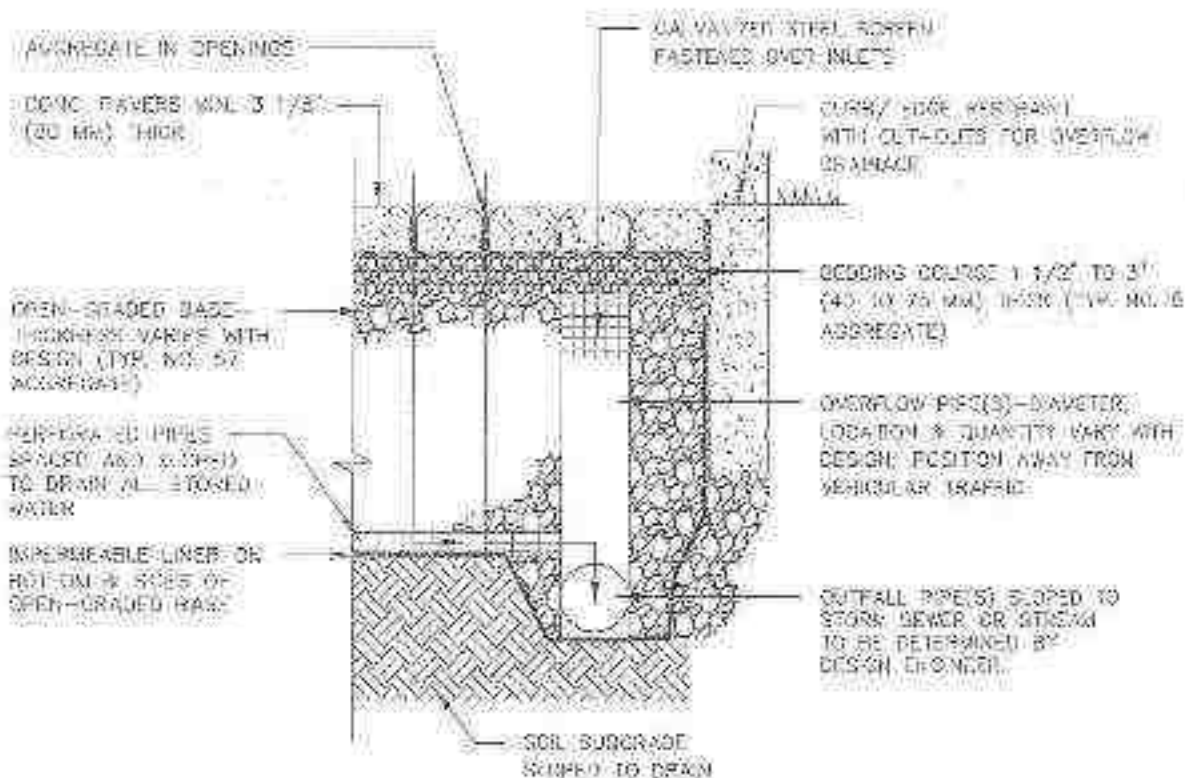
1. THE PLANTING MIX SHOULD BE APPROXIMATELY 65% TOP SOIL, 25% SILT OR FIN SAND, AND 10% ORGANIC OR LOAM CONDITION. THE ORGANIC CLAY CONTENT SHALL NOT BE MORE THAN 10%.
2. DO NOT CONTACT PLANTING MIX.
3. PLACE PLANTING MIX WITH UNIFORMITY SLOPMENT ONLY.
4. DESIGN, INSTALLATION AND MAINTENANCE IS CRITICAL TO THE EFFECTIVE OPERATION OF BIORETENTION AREA AS DESIGNED.
5. THE SURFACE OF THE PLANTING AREA MAY BECOME CLOGGED WITH FINE SEDIMENTS OVER TIME. DO NOT ADDITIVE OR CULTIVATING UNPERFORATED AREA MAY BE REQUIRED TO ENSURE ADEQUATE FILTRATION.
6. ALL REQUIRED MAINTENANCE SHOULD NOT BE POSTPONED TO:
  - A. PRUNING AND WEEDING TO MAINTAIN APPEARANCE SHALL BE DONE PERIODICALLY AS NEEDED.
  - B. UNWEEDING SHALL BE REPLACED OR REPLENISHED 1 TO 4 INCHES THICK PERIODICALLY AS NEEDED.
  - C. BRASS AND WEEDS SHALL BE REMOVED PERIODICALLY AS NEEDED.

## BIO-RETENTION AREA W/ ATTACHED ROOF DRAINS

NOT TO SCALE

**B-9**

LAST REVISED 1-11-10



NOTES

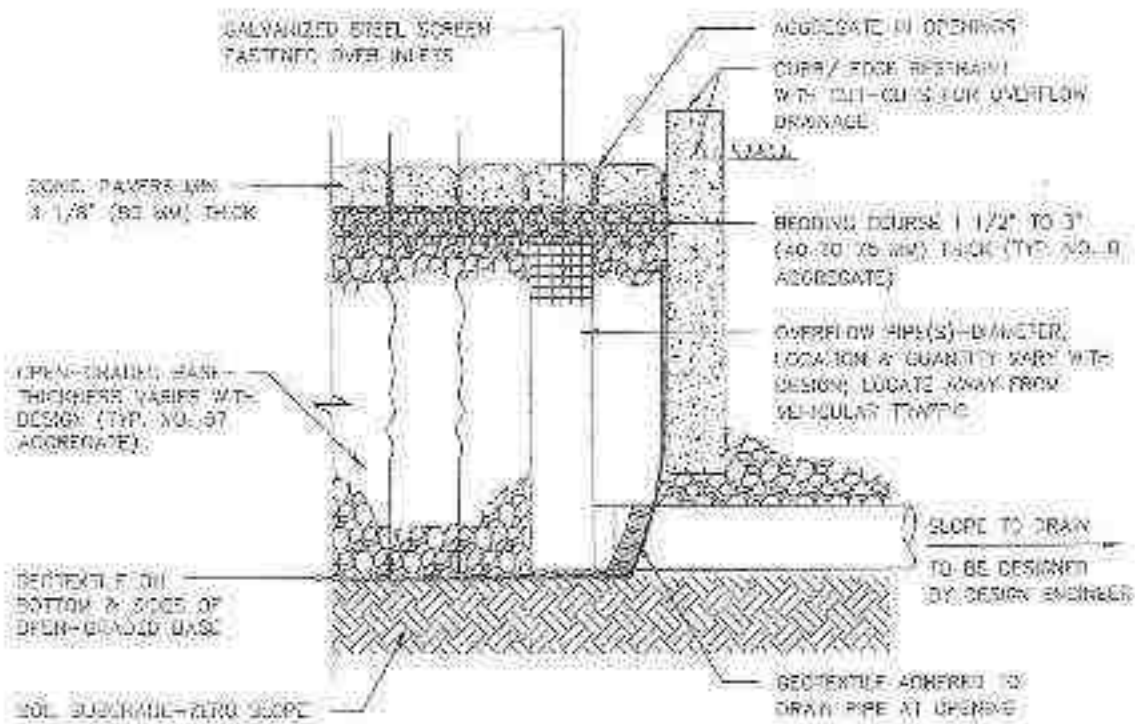
1. NO EXFILTRATION OF WATER FROM THE BASE IS ALLOWED INTO THE SOIL DUE TO THE USE OF AN IMPERMEABLE LINER AT THE BOTTOM AND SIDES OF THE BASE. PERFORATED DRAIN PIPES ARE SIZED TO SLOWLY RELEASE THE WATER INTO A SEWER OR STREAM.
2. DESIGN ENGINEER SHALL BE RESPONSIBLE TO ADJUST / MODIFY DESIGN OR AN-AS NEEDED BASIS TO BEST FIT SITE CONDITIONS.

## PERMEABLE PAVEMENT NO EXFILTRATION

NOT TO SCALE

**B-10**

LAST REVISION 1-10-12



**NOTES:**

1. FULL EXFILTRATION THROUGH THE SOIL. PERFORATION PIPES (NOT SHOWN) MAY BE INCLUDED IN THE DESIGN TO HANDLE EXCESS WATER IN HEAVY FLOOD-PRONE RAINSTORMS.
2. DESIGN ENGINEER RESERVES THE RIGHT TO ADJUST / MODIFY DESIGN ON AN AS-NEEDED BASIS TO BEST-FIT SITE CONDITIONS.

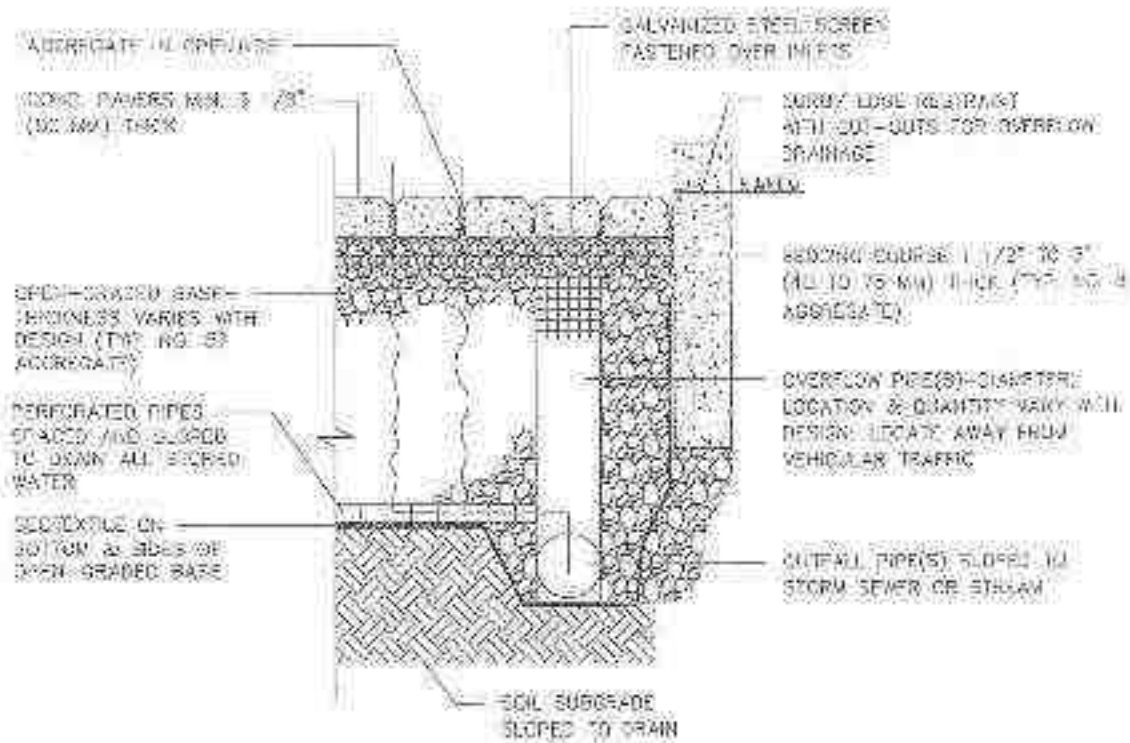
**PERMEABLE PAVEMENT**  
**FULL EXFILTRATION**

NOT TO SCALE

**B-11**

LAST REVISED 1-10-16





**NOTES:**

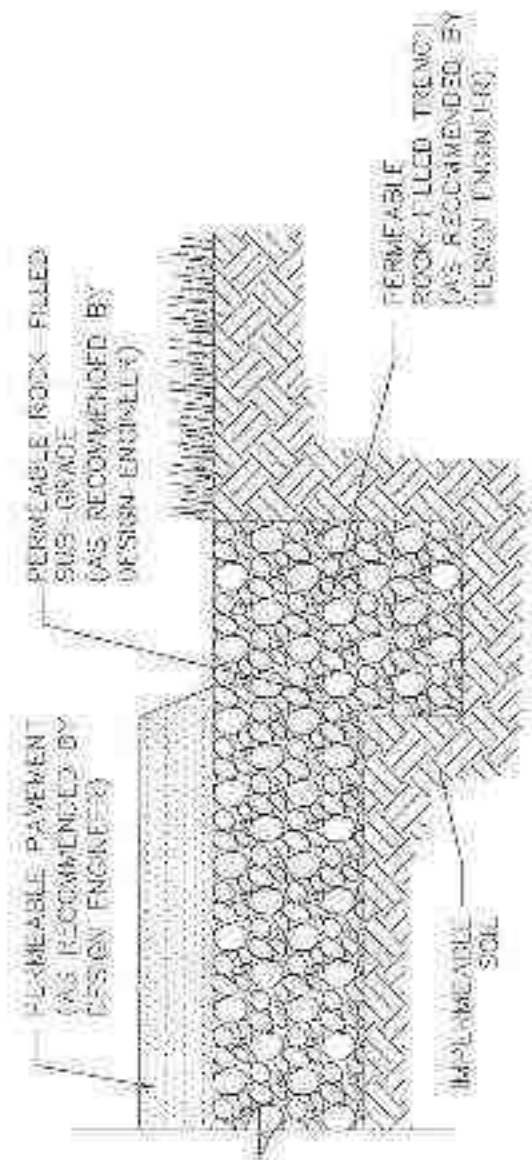
1. PARTIAL EXFILTRATION THROUGH THE SOIL. PERFORATED PIPES DRAIN EXCESS RUNOFF THAT CAN NOT BE ABSORBED BY SLOW-DRAW NO SOIL.
2. DESIGN ENGINEER RESERVES THE RIGHT TO ADJUST / MODIFY DESIGN ON AN AS NEEDED BASIS TO BEST FIT SITE CONDITIONS.

**PERMEABLE PAVEMENT**  
**PARTIAL EXFILTRATION**

NOT TO SCALE

**B-12**

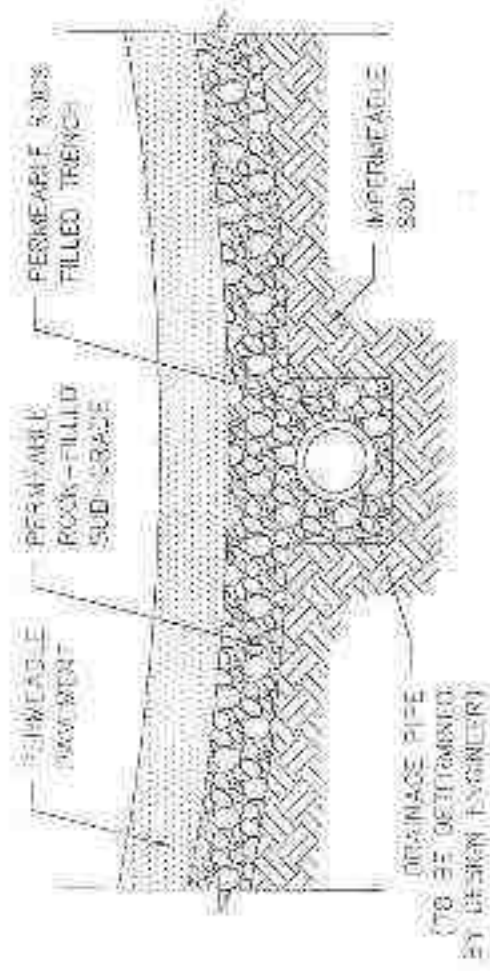
LAST REVISED 11-16-09



NOTE: DESIGN ENGINEER RESERVES THE RIGHT TO ADJUST / MODIFY DESIGN ON AN AS NEEDED BASIS TO BEST FIT SITE CONDITIONS.

**PERMEABLE PAVEMENT  
ROCK TRENCH CHANNEL  
ALONG PAVED EDGE**

4015 10 2016



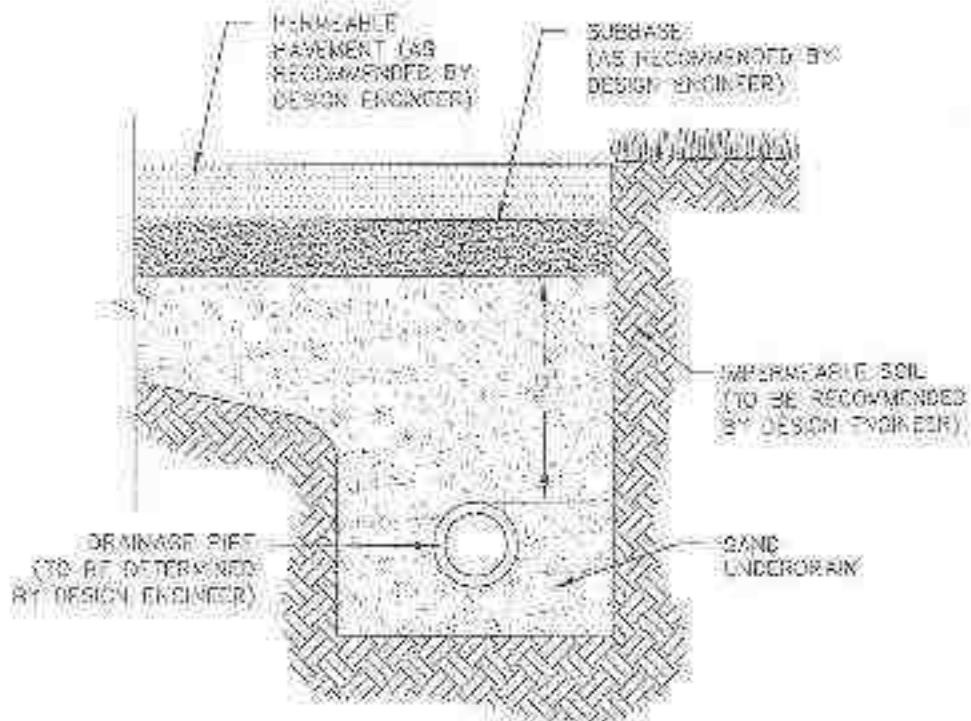
**NOTE:**  
 DESIGN ENGINEER ASSESSES THE FEASIBILITY TO ADJUST / MODIFY DESIGN DETAILS  
 WHERE NECESSARY TO BEST FIT SITE CONDITIONS

**PERMEABLE PAVEMENT**  
**W/ SAND UNDERDRAIN**

NOT TO SCALE

**B-14**

15 REVISIONS



**NOTE:**

DESIGN ENGINEER RESERVES THE RIGHT TO ADJUST / MODIFY DESIGN ON AN AS NEEDED BASIS TO FIT SITE CONDITIONS.

**PERMEABLE PAVEMENT  
W/ SAND UNDERDRAIN**

NOT TO SCALE

**B-15**

REVISED 1-13-10

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, the undersigned Clerk to County Council of Oconee County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received approval by the County Council at its meetings of \_\_\_\_\_, 2010, \_\_\_\_\_, 2010 and \_\_\_\_\_, 2010, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

\_\_\_\_\_  
Clerk to Oconee County Council  
Oconee County, South Carolina

Dated: \_\_\_\_\_, 2010



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2010-18**

**AN ORDINANCE TO AUTHORIZE THE LEASING  
OF CERTAIN OCONEE COUNTY SPACE; AND  
OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (the "County"), is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, *as amended*, to sell, lease, or otherwise dispose of real property which is located within the County; and,

**WHEREAS**, the County currently owns the building located at 233 Kenneth Street, Washella, South Carolina 29691 (the "Building"), and the South Carolina Vocational Rehabilitation Department (the "Vocational Rehabilitation Department"), a department of the State of South Carolina, desires to lease five thousand usable square feet of the Building for storage; and,

**WHEREAS**, Oconee County Council hereby desires to enter into a lease agreement (the "Lease") with the Vocational Rehabilitation Department, such Lease being attached as Exhibit "A" and incorporated herein by reference, in accordance with the procedures set forth in this Ordinance.

**NOW, THEREFORE**, be it ordained by Oconee County Council in meeting duly assembled that:

1. The County hereby agrees to lease the Demised Premises (as identified in the Lease), to the Vocational Rehabilitation Department under the terms and conditions of the Lease.
2. The Oconee County Administrator, or his or her designee, is hereby authorized to negotiate minor changes to the terms and conditions of the Lease, so long as the final terms and conditions are not materially adverse to Oconee County and are substantially similar to the terms and conditions set forth in the Lease.
3. The Oconee County Administrator is hereby authorized and directed to execute the Lease, and to take all other steps and actions as are necessary or appropriate to lease the Demised Premises to the Vocational Rehabilitation Department.
4. Should any term, provision, or content of this ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this ordinance, all of which is hereby deemed separable.
5. All Ordinances, Orders, Resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

6. This Ordinance shall become effective and be in full force and effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Oconee County, South Carolina.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Reginald T. Dexter, Chairman, County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

First Reading:            May 4, 2010  
Second Reading:  
Public Hearing:  
Third Reading:



STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**ORDINANCE 2010-19**

**AN ORDINANCE AUTHORIZING THE TRANSFER AND CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED IN AND OWNED BY OCONEE COUNTY, SOUTH CAROLINA TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LIMITED WARRANTY DEED EFFECTING SUCH TRANSFER AND CONVEYANCE, AND RATIFYING AN ACCESS AGREEMENT FOR SUCH REAL PROPERTY; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of that certain piece, parcel or tract of land lying and situate in the County along Sheep Farm Road and being more fully shown and designated in a deed of Oconee Memorial Hospital, Inc. dated July 11, 1959 and recorded in the office of the Register of Deeds for Oconee County, South Carolina on July 11, 1959 in Deed Book 7-W, Page 145, and having Oconee County TMS# 223-69-01-023; ("County Property"); and,

**WHEREAS**, the South Carolina Department of Transportation ("DOT") wishes to acquire, by purchase from the County, fee simple title to that certain piece, parcel or tract of land located along Sheep Farm Road and being a part or portion of the County Property ("DOT Property"), such DOT Property comprising approximately 0.453 acres, more or less, of such County Property, and being more fully described in the limited warranty deed of the County attached hereto as Exhibit A ("Deed"), all for the purpose of making substantial improvements to Sheep Farm Road; and,

**WHEREAS**, in consideration of the payment and other good and valuable consideration as stated in the Deed, the County desires to transfer and convey fee simple title in and to the DOT Property; and,

**WHEREAS**, the DOT needs access to such DOT Property prior to third and final reading of this ordinance, and the County is willing to allow such access for the improvement of Sheep Farm Road, and has heretofore agreed to execute an access agreement, in favor of DOT, for such access for the benefit of the County and its citizens, and now desires to ratify such approval; and,

**WHEREAS**, Section 4-9-30(2) of the Code of Laws of South Carolina, 1976, as amended, (the "Code") authorizes the County to transfer or otherwise dispose of interests in real property.

**NOW, THEREFORE**, be it ordained by Oconee County Council, in meeting duly assembled, that:

1. Oconee County Council authorizes the conveyance to DOT of the DOT Property by execution and delivery of the Deed, and hereby ratifies and affirms the granting of prior access, by DOT, to such DOT Property.

2. The Chairman of Oconee County Council and the Oconee County Administrator are hereby authorized and directed to execute and deliver to DOT, on behalf of Oconee County, the Deed in substantially the form attached as Exhibit A or with such minor changes as are not adverse to the County and as they may deem appropriate, and to take all other steps and actions as are necessary or appropriate to accomplish the grant and conveyance of the DOT Property contemplated by this Ordinance.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Reginald T. Dexter, Chairman, County Council  
Oconee County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

First Reading: May 18, 2010  
Second Reading:  
Public Hearing:  
Third Reading:

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 18, 2010  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

First Reading (in Caption Only) of Ordinance 2010-21: AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, TO ESTABLISH THE AGRICULTURAL RESIDENTIAL DISTRICT AND THE PUBLIC AND RECREATIONAL LANDS DISTRICT, AND ALL RELATED USES, STANDARDS AND REQUIREMENTS; AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO

**BACKGROUND OR HISTORY:**

The Planning Commission recently undertook a review of adopted zoning regulations to identify issues deemed problematic, and to create recommendations for remedies. One of the results of this review was the identification of the need for additional zoning districts to better provide for the proper management of future growth in Oconee County. Among these districts is the Agricultural Residential District, which will promote the continuation of residential uses in rural areas by providing more limitations on the impacts of non-residential activities than is offered by the Traditional Rural District. Also, the Public and Recreational Lands District provides for the promotion of lands managed for the benefit of public.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]  
If no, explain briefly:

**STAFF RECOMMENDATION:**

Take First Reading (in Caption Only) of Ordinance 2010-XX.

**FINANCIAL IMPACT:**

None Anticipated.

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No  
If yes, who is matching and how much:

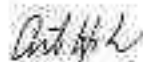
**ATTACHMENTS**

Copies of the proposed districts.

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**



Department Head/Elected Official

**Approved for Submittal to Council:**



J.E. Klugh, Interim County Administrator

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*A calendar with due dates marked may be obtained from the Clerk to Council.*

Draft Recommended by Planning Commission

Sec. 38-10.x. Agricultural residential district (ARD)

(a) *Title:* Agricultural residential district (ARD)

(b) *Definition:* Those areas for which it is desirable to protect the residential nature of their agricultural community, but also allow for the continuation of certain uses compatible with country living.

(c) *Intent:* The intent of this district is to protect existing residential areas in rural communities by limiting high-density development, and high impact agricultural, commercial and industrial uses not compatible with the character of the community. In general, many residents in these areas still participate in farming-related activities, but do so primarily on a part time basis, for either personal enjoyment or supplementing their primary income through gardening, keeping a small number of livestock or poultry, or other agricultural pursuits.

(d) *Uses:*

(1) *Permitted Uses*

- Mini farms
- Hobby farms
- Home gardening
- Residential gardening
- Cemeteries: Family and Accessory
- Civic, fraternal, professional, & political organizations
- Greenhouses & nurseries, commercial
- Health care services (Hospitals excluded)
- Places of worship
- Public and private parks & recreation (indoor and outdoor)
- Roadside stands and markets
- Single-family detached residential
- Single-family subdivisions (5 units or less)
- Taxidermy and wild game processing

(2) *Conditional Uses (See Article 5 for Conditions)*

- Auction houses
- Conservation subdivisions
- Home occupations
- Restaurants (up to 7,500 square feet)
- Commercial camping sites

(3) *Special Exceptions (See Article 7 for Special Exceptions)*

- Communication Towers
- Group Homes
- Marinas
- Commercial camping sites (5 or more campsites)

## (c) Dimensional Requirements\*

Residential Uses	Density & Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	1 acre	1 dwelling unit per acre	80	35	5	10	65

Non-residential Uses	Minimum Lot Size		Minimum Yard Requirements			Max. Height
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	1 acre with availability of utilities	80	35	10	30	65

\*See Article 9 for general provisions and exceptions to Dimensional Requirements.

**Sect. 38-10.a. Public and recreation lands district (PRLD)**

**(a) Title:** Public and Recreation Lands District

**(b) Definition:** Those areas set aside for the promotion, use, and protection of natural resources in the form of (but not limited to) parks, forests, and educational or research facilities; or federal, state, and county-owned lands typically maintained for the benefit of the public.

**(c) Intent:** This district is meant to provide for a continuation and identification of public lands and to allow for those uses typically associated with accomplishing the mission of the agency charged with the care and promotion of the land.

**(d) Uses**

**(1) Permitted Uses**

- Forestry
- Agriculture
- Farm Markets
- Museums and cultural centers
- Educational research and promotion facilities
- Public recreational and social facilities
- Public camping facilities
- Governmental, Educational, and non-profit offices

**(2) Conditional Uses (See Article 5 for Conditions)**

[RESERVED]

**(3) Special Exceptions (See Article 7 for Special Exceptions)**

- Communication Towers
- Group Homes
- Marinas

**Dimensional Requirements**

See Article 9 for general provisions and exceptions to Dimensional Requirements.

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 18, 2010  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

**Planning Commission Recommendations for Amending Zoning Regulations**

**BACKGROUND OR HISTORY:**

The Planning Commission recently undertook a review of adopted zoning regulations to identify issues deemed problematic, and to create proposed remedies. As a result of this effort, the Commission developed a series of recommendations for Council's consideration as potential amendments to the regulations.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]  
If no, explain why:

**STAFF RECOMMENDATION:**

Review the proposed changes and provide instruction, as appropriate, to staff on Council's wishes for proceeding.

**FINANCIAL IMPACT:**

Proposed application fee would result in revenue to offset a portion of rezoning cost.

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No  
If yes, who is matching and how much:

**ATTACHMENTS**

Summary of Commission recommendations; questions submitted for Council's consideration by Commission member Howard Moore.

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

**Approved for Submittal to Council:**



\_\_\_\_\_  
Department Head/Elected Official

\_\_\_\_\_  
J.E. Klugh, Interim County Administrator

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*A calendar with due dates marked may be obtained from the Clerk to Council.*

**Recommendation #1: Amend the Small Area Rezoning Standard as follows:**

**Current Standard:**

**Method 2- Small Area Rezoning**

Any property owner, or group of property owners, may petition for initial rezoning, provided the parcels proposed for rezoning are contiguous and comprise no less than two hundred (200) acres in area, or shall constitute a platted subdivision with a total area of fifty (50) acres, or a minimum of forty (40) lots, recorded in the office of the Oconee County Register of Deeds. For the purposes of this regulation, in addition to standard definitions, parcels separated by a perennial stream or body of water shall be considered contiguous. This method of rezoning shall be initiated by a signed petition containing the signatures of a minimum of 51% of the affected property owners. Proposed changes to any part of these regulations shall be subject to review by the planning commission, as set forth in Section 8.1 (above), and public notice requirements contained in Section 8.2 (above), as well as other applicable standards established by the South Carolina Code of Laws. (amended)

**Planning Commission Recommends the following changes:**

**Method 2- Small Area Rezoning**

Any property owner, or group of property owners, may petition for initial rezoning, provided the parcels proposed for rezoning are contiguous and comprise no less than two hundred (200) acres in area, or shall constitute a platted subdivision with a total area of fifty (50) acres, or a minimum of forty (40) lots, recorded in the office of the Oconee County Register of Deeds. **Requests for rezoning under this method shall conform to the following steps:**

1. A sponsor, who shall be deemed to be the primary contact and responsible party for the rezoning request, shall submit a notice of intent to rezone to the Oconee County Planning Department. Staff will assist in the development of a map and other documents necessary to describe the proposed rezoning.
2. The sponsor shall present the proposed boundary map to the Planning Commission for consideration. The Commission shall consider the area, zoning districts to be requested, and other pertinent factors in either approving or rejecting the map. If approved, staff shall provide the sponsor with an approved copy(s) of a standard form (see Appendix B) to use in the petition drive.
3. Staff shall publish all approved boundary maps and associated information on the internet, as well as maintaining a telephone information line with up-to-date information on pending rezoning requests.
4. Complete rezoning request submissions shall include the signatures of no less than sixty-five (65%) percent of the landowners of sixty-five percent (65%) of the landmass within the boundary shown on the approved map. No incomplete rezoning request shall be processed.
5. Staff shall review completed petitions to verify to the best of their ability that the signatures on the petition accurately represent the registered owners of the parcels.

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*A calendar with due dates marked may be obtained from the Clerk to Council.*



indicated. Upon completion of the review, staff shall notify all property owners within the request area of the rezoning effort by a official mailing. The notice shall be mailed in an envelope clearly identified as important information relating to the recipient's property, and shall note that the matter will be considered for First Reading by County Council. The mailing shall contain the specific date and time of Council's consideration.

6. Upon approval on First Reading, Council may forward the rezoning request to the Planning Commission for their review and recommendation.
7. Upon completion of the Planning Commission review, Council may take Second Reading and schedule a public hearing. Staff will notify the owners of all parcels within and adjacent to the boundary of the rezoning request of the public hearing no later than 15 days prior to the hearing. All public hearings shall meet public notification requirements established by the Code of Laws of the State of South Carolina.
8. Upon completion of the public hearing, Council may take Third Reading.

**Recommendation #2:** Implement a \$5 per parcel application fee for rezoning parcels out of the Control Free District

**Recommendation #3:** Instruct staff to prioritize processing of those submitted requests with overwhelming support from property owners, and for which no conflict is known.

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**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** May 18, 2010  
**COUNCIL MEETING TIME:** 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Full page advertisement in the 2010 Heritage Corridor Magazine, which will be distributed state wide and regionally in SC, NC, GA, FL, TN & AL, nationally and internationally. This is a State PRT publication handled by the South Carolina National Heritage Corridor Association (SCNHC) and will have a two year shelf life.

**BACKGROUND OR HISTORY:**

The Visitors Guide is a tourism marketing publication that will replace all of the niche brochures for the South Carolina National Heritage Corridor. Approx. 70,000 of these publications will be produced and distributed throughout the State of South Carolina in Welcome Centers, Chambers of Commerce and other visitors' centers through the region, area parks, campgrounds and attractions, and at national and international travel and trade shows. The guide is also mailed to individuals responding to advertising and marketing campaigns.

Topics of interest covered in the publication include attractions, scenic points of interest, recreation, arts & entertainment, festivals & special events, visitor information, shopping, accommodations, restaurants, real estate & relocation, conventions and maps along the SCNHC.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [refer #2001-15 on Procurement's website]  
If no, explain briefly: No, single source due to advertising specifically with the vendor, Discover Upcountry.

**STAFF RECOMMENDATION:**

Staff recommends approval of an expenditure of up to \$1900.00 from the 75% local Accommodations tax for a full page advertisement on the first right read page as you open the front cover in the SCNHC Magazine.

**FINANCIAL IMPACT:**

This project will not exceed \$1,900 with funds coming from the PRT Commission's 75% portion of the Local Accommodations Tax Fund, with no matching requirement and no impact to the general fund budget. Current fund balance in the 75% Local Accommodations tax is \$42,749.19.

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No  
If yes, who is matching and how much:

**ATTACHMENTS- Discover Upcountry Magazine ( Give to Council Clerk)**

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      VB Finance      KDW Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

Phil Shirley, PRT Director  
Department Head/Elected Official

**Approved for Submittal to Council:**

[Signature]  
Gene Klugh, Interim County Administrator

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AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 18, 2010  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

2010 Southern Crappie Fishing Tournament Trail-Requests to spend up to \$4,000 to host two crappie fishing tournaments in the Southern Crappie Fishing Tournament Trail.

**BACKGROUND OR HISTORY:**

The spring tournament will be a 1 day tournament with one day practice and guarantee of 60 anglers with estimated \$20,000 economic impact. The fall tournament will be a regional 2 day tournament with 2 days practice and guarantee of 100 anglers for an estimated \$30,000 economic impact to the community. Total estimated economic impact to the community is \$70,000.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

PRT Commission approved this requests with unanimous vote at their April meeting to recommend the expenditure.

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (review #2001-15 on Procurement's website)  
If no, explain briefly: No, Single source for fishing tournament

**STAFF RECOMMENDATION:**

Approve up to \$4,000 to host two tournaments in the Southern Crappie Fishing Tournament Trail.

**FINANCIAL IMPACT:**

Up to \$4,000 from the 75% Local Accommodations Tax fund with no match and no impact to the general fund. Current balance in 75% LAT fund is \$42,749.19.

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No  
If yes, who is matching and how much: Local ATAX Grant

**ATTACHMENTS**

Reviewed By/ Initials:

County Attorney

Finance

Grants

Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Phil Shirley, PRT Director

Department Head/Elected Official

Gene Klugh, Interim County Administrator

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**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** May 18, 2010  
**COUNCIL MEETING TIME:** 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

**RFQ 09-25 Program Management Consultant for Oconee County Detention Center**

Award RFQ 09-25, Program Management Consultant for Oconee County Detention Center to Carter Goble Lee Companies of Alpharetta, GA not to exceed the amount of \$50,000 for the Pre-Design Services phase and a fee not to exceed 3.5% of the total construction project costs for their additional program management services.

**BACKGROUND OR HISTORY:**

The Oconee County Detention Center has been in continuous operation for over thirty-two (32) years. Since 2003, the Detention Center has been found in non-compliance with several Minimum Standards related to inmate overcrowding by the South Carolina Department of Corrections Division of Compliance, Standards and Inspections. In March of 2009 the County issued an RFP for a Detention Center Needs Analysis. On October 27<sup>th</sup>, 2009 Moseley Architects presented the Needs Analysis and Master Plan to County Council, along with three construction options. In November of 2009 Moseley provided additional options with reduced costs at the request of Council. All proposed options ranged in price from \$12.1 to \$20.7 million dollars. Before proceeding further with this crucial project, County Council on February 16, 2010 authorized the issuance of an RFQ in order to identify a firm with the experience, capabilities and qualified available staff to provide Program Management Services for the new Oconee County Detention Center. This firm will serve as the County's advocate and partner to develop a project that is well designed and constructed, delivered on time and within approved budgets and represents a high value of investment by the County. The initial fee for pre-design services includes recommending the jail program and site, developing jail concept alternatives, analysis of different delivery methods and recommendation, developing cost analysis and alternatives for financing this project and preparation of procurement documents.

On March 23, 2010, formal sealed proposals were opened for a Program Management Consultant for the Oconee County Detention Center. Seventeen firms were originally notified of this opportunity and seven firms submitted proposals. An evaluation committee consisting of Reginald T. Dexter, Council Chair; Gene Klugh, Interim County Administrator; Lake Julian, Facilities and Construction Manager; and Major Steve Pruitt, Director of the Detention Center reviewed all responses and recommended Carter Goble Lee Companies (CGL) of Alpharetta, GA, as the most qualified firm to perform these services. Information presented by CGL indicates that they have a record of delivering approved construction projects on time and within budget. CGL also states that they normally save clients the cost of CGL's program management fees through their technical construction expertise, tight scheduling and other cost-saving measures.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS**

Does this request follow Procurement Ordinance #2010-02 guidelines? Yes

**STAFF RECOMMENDATION:**

Staff recommends awarding RFQ 09-25, Program Management Consultant for Oconee County Detention Center to Carter Goble Lee Companies of Alpharetta, GA not to exceed the amount of \$50,000 for the Pre-Design Services phase and a fee not to exceed 3.5% of the total construction project costs for their additional program management services.

**FINANCIAL IMPACT:**

Staff requests that the initial \$50,000 for these services be paid from the HR contingency fund. This amount will later be reimbursed to the County when General Obligation Bonds are issued at the start of the project. The 3.5% fee based on the total construction project will be paid from the total amount to be later budgeted for this project.

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**ATTACHMENTS**

Reviewed By/ Initials:

           County Attorney        P   Finance        N/A   Grants        PC   Procurement

Submitted or Prepared By:

Rebecca Courtney  
Department Head/Elected Official

Approved for Submittal to Council:

Gene Klugh  
Interim County Administrator

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**Memorandum of Understanding**  
between  
**OCONEE COUNTY and TRI-COUNTY TECHNICAL COLLEGE**

Regarding Funding of College Operations, Capital Renovations, and Capital Projects  
for Fiscal Years 2011 through 2016

Background

For fiscal years 2006 through 2009, funds generated by Oconee County's millage rate for support of Tri-County Technical College (the "College") were Seven Hundred Eighty Five Thousand Three Hundred Forty One Dollars (\$785,341.00) greater than funding requested by the College. The excess funds were disbursed by the County to the College.

Oconee County anticipates being able to fully fund the College's request for fiscal year 2010 and will disburse only the amount the College has requested. Oconee County does not anticipate being able to fully fund the College's request for fiscal year 2011. The forecast of millage collected is expected to fall short of the College's need by Twenty Thousand Four Hundred Five Dollars (\$20,405.00).

Under State Board for Technical and Comprehensive Education policy, the College must decide whether to assess a Differential Fee for the students of a county that does not fully fund its share of operations and plant maintenance. Considering the excess funds distributed by Oconee County to the College in past years, Oconee County and College have agreed to manage future funding variances as follows:

Current and Future Requested Funding

Capital Projects:

- The College plans to build a new Student Center on the College's Pendleton Campus (the "Student Center") sometime in the next five years. Anderson County and Pickens County intend to fund construction of the Student Center via payment on debt the College will secure. In anticipation of the Student Center project, the College has requested that Anderson County and Pickens County fund a debt service reserve via annual payments starting in fiscal year 2010.
- Oconee County intends to fund Oconee County's portion of the cost of the construction of the Student Center directly via issuance of Oconee County debt or other sources of funds. The College, therefore, does not plan to issue debt for Oconee County's share of the Student Center project with the understanding that Oconee County will disburse funds to the College during engineering and construction of the Student Center as needed and in proportion with Oconee County's respective *pro rata* share of funding, as related to Anderson County and Pickens County.
- Should Oconee County ultimately elect not to fund the Student Center directly as stated herein, and instead have the College issue debt for Oconee County's share of funding for the Student Center, Oconee County will be responsible for funding a proportionate share of the cumulative debt service reserve requested from Anderson County and Pickens County as of the date of such election.

Operating and Capital Repairs/Renovations:

- Annually, Oconee County will attempt to fund the College's requests for operating and capital renovation/repair from dedicated millage.

- If dedicated millage generates funding in excess of the College's request, Oconee County will retain the difference in an account restricted to funding future needs of the College.
- If millage is not sufficient to fully fund the College's request, the College will credit past excess funding from fiscal years 2006 through 2009 against the shortage until the excess is exhausted. This adjustment will begin by crediting the shortage anticipated for fiscal year 2011 (at whatever amount the shortfall is ultimately accounted to be).
- If, by the end of fiscal year 2016, the excess funding for fiscal years 2006 through 2009 is not exhausted, the College will not be required to refund the balance to Oconee County. The remaining balance, if any, will instead be applied to either:
  1. Oconee County's share of funding for the Pendleton Campus Student Center, or
  2. A new program and/or facility of the College to be located in Oconee County as mutually agreed upon by the College and Oconee County.

OCCONEE COUNTY

By: \_\_\_\_\_

Oconee County Administrator

DATE: \_\_\_\_\_

TRI-COUNTY TECHNICAL COLLEGE

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 18, 2010  
COUNCIL MEETING TIME: 7:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Award Bid 09-14, Jenkins Bridge Removal and Replacement to Saddlebrook Construction, Inc of Pickens, SC in the amount of \$169,289.55 with a 10% (\$16,928.96) contingency, for a total of \$186,218.51. The contingency would be used if additional funds were needed for the bridge removal and additional stone and asphalt were needed to tie back into bridge.

**BACKGROUND OR HISTORY:**

Jenkins Bridge is a single lane bridge on a rural two lane road in Westminster, SC. The existing bridge has an outdated, inadequate, guardrail protection system. Also, scouring along the bridge foundation is a cause for concern. The Road and Bridges Department is repairing the bridge decking on a regular basis. The bridge replacement contract shall consist of construction of new 70 foot pre-stressed Hollow Cored Slab Bridge. The Contractor will be asked to remove the existing bridge (super structure only) and place it on a flat bed truck and deliver to the Solid Waste/Road departments for recycling and/or demolition. The County offered this existing bridge for sale, but no bids were received. Because of the scope of this project, only bids from Contractors listed on the South Carolina Department of Transportation's List of Prequalified Prime Contractors specializing in Bridge Construction were accepted.

On April 27, 2010, formal sealed bids were opened. Thirteen companies were originally notified of this bid opportunity. Four bids were received, with Saddlebrook Construction, Inc of Pickens, SC submitting the lowest bid of \$169,289.55.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2010-02 guidelines? Yes.

**STAFF RECOMMENDATION:**

Award Bid # 09-14 to Saddlebrook Construction of Pickens SC in the amount of \$169,289.55 with a 10% (\$16,928.96) contingency for a total of \$186,218.51.

**FINANCIAL IMPACT:**

The Transportation Committee approved funding the replacement of Jenkins Bridge at the September 21, 2009 Committee Meeting; and subsequently Council approved funding by authorizing Ordinance 2009-20. The Jenkins Bridge removal and replacement is budgeted as a Capital Project and funded from account 010-601-50882-00000 which has a balance of \$303,037.34 as of May 3, 2010.

**ATTACHMENTS**

1. Bid Tab

2. Contract

3. Notice to Proceed

**Reviewed By/ Initials:**

\_\_\_\_ County Attorney

 Finance

N/A Grants

 Procurement

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

  
Department Head/Elected Official

  
Gene Klugh, Interim County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*





- i. CONTRACTOR shall submit proof of valid policies currently in force for worker's compensation insurance for all employees of the CONTRACTOR, as well as public liability insurance of at least \$5,000,000 limit.
- g. CONTRACTOR shall furnish at all times in all phases of construction qualified key personnel including, but not limited to, operators, laborers, foreman, plus sufficient trucks and drivers.
- iii. CONTRACTOR may assign only one crew at a time to COUNTY work, unless approved by the Oconee County Roads and Bridges Manager at least 24-hours prior to second crew beginning work. No bridge work is authorized without an Oconee County Inspector on site. Any work done without an Oconee County Inspector present is subject to removal and replacement solely at the CONTRACTOR'S expense.

5. DUTIES AND OBLIGATIONS OF THE COUNTY

- ii. COUNTY shall pay CONTRACTOR for work and service performed by it according to the provisions of this agreement in the manner specified herein.
- e. The COUNTY warrants that it has sufficient and valid right-of-ways for the bridge upon which CONTRACTOR is to perform services. The COUNTY will, on a regular basis, consult with and be available for direction and designation of work to be done according to the terms of the Agreement, in such a manner as to prevent undue stoppage or delay of work on the part of the CONTRACTOR.

6. GOVERNING LAW

- a. The parties mutually agree for the terms and conditions hereof shall be governed by and construed under the laws of the State of South Carolina, and that any controversy hereunder shall be submitted to and come within the jurisdiction of the Courts of Oconee County, S.C.
- b. The specifications and bid package which was duly awarded by the Oconee County Council are hereby made an integral part of this contract by reference and to be adhered to unless specifically altered by this contract.

TO ALL OF WHICH the parties have heretofore agreed, and in witness whereof have heretofore placed their Seals and cause these present to be executed by their officers and agents authorized to do so this date and date first above written.

Signed, Sealed and Delivered  
In the Presence of  
(As to County)

OCONEE COUNTY (SEAL)



\_\_\_\_\_

By: \_\_\_\_\_  
Reg Dexter  
Oconee County Council Chair

(As to Contractor)

(SEAL)

\_\_\_\_\_

By: \_\_\_\_\_

- ff. CONTRACTOR shall submit proof of valid policy currently in force for worker's compensation insurance for all employees of the CONTRACTOR, as well as public liability insurance of at least \$3,000,000 limit.
- gg. CONTRACTOR shall furnish at all times in all phases of construction qualified key personnel including, but not limited to, operators, laborers, one foreman, plus sufficient trucks and drivers.
- hh. CONTRACTOR may assign only one crew at a time to COUNTY work, unless approved by the Geesee County Roads and Bridges Manager at least 24-hours prior to record crew beginning work. No bridge work is authorized without an Geesee County Inspector on site. Any work done without an Geesee County Inspector present is subject to removal and replacement solely at the CONTRACTOR'S expense.

**5. DUTIES AND OBLIGATIONS OF THE COUNTY**

- a. COUNTY shall pay CONTRACTOR for work and services performed by it according to the provisions of this agreement in the manner specified herein.
- b. The COUNTY warrants that it has sufficient and valid rights-of-way for the bridge near which CONTRACTOR is to perform services. The COUNTY will, on a regular basis, consult with and be available for direction and designation of work to be done according to the terms of the Agreement, in such a manner as to prevent undue stoppage or delay of work on the part of the CONTRACTOR.

**6. GOVERNING LAW**

- aa. The parties mutually agree for the terms and conditions hereof shall be governed by and construed under the laws of the State of South Carolina, and that any controversy hereunder shall be submitted to and settle within the jurisdiction of the Courts of Geesee County, S.C.
- bb. The specifications and bid package which was duly awarded by the Geesee County Council are hereby made an integral part of this contract by reference and is to be adhered to unless specifically altered by this contract.

TO ALL OF WHICH the parties have heretofore agree, and in witness whereof have hereunto placed their Seals and Signs these present to be executed by their officers and agents authorized to do so this date and date first above written.

Signed, Sealed and Delivered  
in the Presence of:  
(As to County)

GEESÉE COUNTY (SEAL)



\_\_\_\_\_

By: \_\_\_\_\_  
Reg Dexter  
Geesee County Council Chair

(As to Contractor)

(SEAL)

\_\_\_\_\_

By: \_\_\_\_\_

**NOTICE TO PROCEED**

TO: Saddlebrook Construction, Inc  
PO Box 218  
Pickens, SC 29671  
Fax 864-698-0763

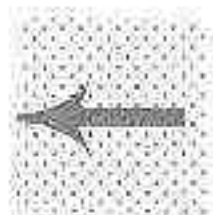
DATE: May 19, 2010  
Project: Jenkins Bridge Removal and Replacement  
Bid #09-14

You are hereby notified to commence WORK in accordance with the Agreement dated May 19, 2010, on or before May 31, 2010. The date of completion of all WORK shall be no later than September 1, 2010.

Oconee County

By: \_\_\_\_\_

Title: Oconee County Council Chair, Reg Dexter



**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

By: \_\_\_\_\_

Title: \_\_\_\_\_

# worklink

Connecting Companies & Employees

Walden • Oconee • York • SC

April 15, 2010

Reg. Dexter, County Council Chair  
Oconee County Council  
415 South Pine Street  
Walhalla, SC 29691

Dear Mr. Dexter:

The WorkLink Workforce Investment Board was filled and certified by the Governor on August 15, 2000. It is the responsibility of the County Councils to appoint all members of the Workforce Investment Board. Oconee County has the following position that needs to be reappointed: one (1) Housing and Urban Development position, which is a federally mandated partner required to serve on the local board.

Melvin Martin has agreed to be reappointed for another three-year term. His term will be July 1, 2010- June 30, 2013.

Please notify me in writing if he is approved for reappointment. Thank you for your continued support of the Board's work. If you have any questions, you may contact me at (864) 646-1458.

Sincerely,



Nita Colman  
Executive Director



FOR YOUR INFORMATION  
May 18, 2010

- 1 Why do we not have a standard form to send out to people when they are being notified that their property is being considered in a zoning application?
- 2 Why not a yes or no on the application which is sent to the property owners.
- 3 Make contact with all people involved with in the boundaries of request.
- 4 Should people be made aware of other classifications that may suit them better which would not affect the general area to be zoned?
- 5 Why not have a weighed factor based on acreage owned.
- 6 **Changing the vote after you have signed petition.** Should there be a procedure to have name removed if there is concern.
- 7 Have a 24 hr. information line for the people to call if they have questions about zoning, and to report harassment and /or threats if they do not sign petition.
- 8 If you do not sign a petition, does it mean you're ok with zoning your property?
- 9 Explain that if you don't sign you are automatically included in the process. A letter not signed is not an automatic vote that you are in a agreement.
- 10 Water should not be a factor, such as if the lake is 2 miles wide. You should not be allowed to determine what happens on the other side of the lake. (These people may not be aware that a zoning request is being considered across the lake).
- 11 Can zoning supersede deed restrictions legally?
- 12 Have contact numbers on the letter sent out for people who have question about zoning so they can call and get information on what may happen with their property
- 13 All letters should be sent as such the recipient shall have to sign for it to insure they have received the notice.
- 14 **Fee structure for the county to pay for mail outs.** People in other parts of the county should not have to pay for a request that does not affect them.

**15 County attorney**

Should the state ethics commission determine if there are any conflicts of interest with any affiliation with special interest association direct or indirect?

16: What about the 750 ft. overlay that is already in place. Should it be removed in areas that are zoned lake residential?

**17 Buffer Lake Protection**

Should it be 50 or 100 ft.

A natural vegetative buffer shall be established on all parcels for which any county permit is issued to be inspected as part of the initial inspection typically performed by county personnel.